



# Partnership Agreement

## 1.1 Project information

Project name	Adopt London West: West London Regional Adoption Agency (RAA)
Project Director	Judith Finlay /Carolyn Fair
Project Manager	Maggie McGrath/Sally King

## 1.2 Document revision history

Date	Version	Summary of changes	Revised by
20/03/19	0.1	Westernised version of Adopt London South Inter-authority agreement	Maggie McGrath/Sally King
20/03/19	0.1	Circulated to Ealing (Host) Legal Finance & HR for review	Maggie McGrath/Sally King
20/03/19	0.1	Circulated to Adopt London West Project Board	Maggie McGrath/Sally King
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26/06/19	0.3	Redrafted with amended clauses for insurance and indemnities from Ray Chitty, Hammersmith & Fulham	Chuhr Nijjar
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08/08/19	2.0	Redrafted by Chuhr Nijjar, with comments from Lorraine Cox, Data Protection Manager, and Debbie Gabriel, Head of ALW.	Chuhr Nijjar

## 1.3 Document approval

Date	Version	Approved by	Role of Approver	London Borough
		Judith Finlay	Executive Director Children, Adults & Public Health	Ealing
		Carolyn Fair	Director Children & Families	Ealing
		Gail Tolley	Strategic Director, Children & Young People	Brent

		Nigel Chapman	Operational Director – Integration & Improved Outcomes	Brent
		Jacqui McShannon	Director Children’s Safeguarding & Specialist Services	Hounslow
		Steve Miley	Director of Children’s Services	Hammersmith & Fulham
		Bev Sharpe	Assistant Director Family Services	Hammersmith & Fulham

DRAFT

Between

1. The Mayor and Burgesses of the London Borough of Brent
2. The Council of the London Borough of Ealing
3. The Mayor and Burgesses of the London Borough of  
Hammersmith & Fulham
4. The Mayor and Burgesses of the London Borough of Hounslow

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**PARTNERSHIP AGREEMENT RELATING TO ADOPT LONDON WEST**

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DRAFT

**Between**

- 1) **The Council of the London Borough of Ealing, Perceval House, 14/16 Uxbridge Road, Ealing W5 2HL (“Ealing”)**
- 2) **The Mayor and Burgesses of the London Borough of Brent, Brent Civic Centre, Engineers Way, Wembley, HA9 0FJ (“Brent”)**
- 3) **The Mayor and Burgesses of the Hammersmith & Fulham Council Town Hall, King Street Hammersmith London W6 9JU (“Hammersmith”)**
- 4) **The Mayor and Burgesses of the London Borough of Hounslow, Civic Centre, Lampton Road, Hounslow TW3 4DN (“Hounslow”)  
(together “the Partners” and individually a “Partner”)**

**BACKGROUND**

- A) The Partners agree to the establishment of Adopt London West;
- B) The aim of Adopt London West is set out in Schedule 1 to this Agreement;
- C) This Agreement describes the operational basis for running Adopt London West.
- D) This Agreement is made under the powers conferred below and all other enabling powers now (and in the future) vested in the Partners:
  - 1) S.1 Localism Act 2011 provides a general power of competence allowing local authorities to do anything that individuals generally may do.
  - 2) S. 101 (1)(b) Local Government Act 1972 and Regulation 5 of the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations SI 2012/1019 provides that a local authority may delegate their functions to another local authority.
  - 3) S.111 Local Government Act 1972 provides that a local authority shall have the power to do anything which is calculated to facilitate, or is conducive or incidental to, the discharge of their functions.
  - 4) S.1 Local Government (Contracts) Act 1997 (power to enter into contracts).
  - 5) S.3 Local Government Act 1999 (Duty of Best Value).
  - 6) The Education and Adoption Act 2016
  - 7) Adoption and Children Act 2002
  - 8) Children and Adoption Act 2006
  - 9) Adoption Agencies Regulations 2005
  - 10) Adoption Support Services Regulations 2005
  - 11) Children Act 1989

12) Local Authority Social Services Act 1970

13) **Special Guardianship Regulations 2005**

E) The functions delegated to the Host Authority are:

- (i) Approval of adopters specifically recruitment and assessment (regulations 21 to 27 of the Adoption Agencies Regulations 2005 ('AAR'));
- (ii) Suitability of adopters to adopt by the Adoption Panel (regulation 30A of AAR and Suitability of Adopters Regulations 2005 ('SAR'). Ultimate ratification of their suitability to adopt by the RAA ADM (regulation 30B of AAR);

F) The services provided by the Host Authority on behalf of the Partners are:

- (iii) Support (Adoption Support Services Regulations 2005 ('ASSR') (such support includes that for adopted children, adopters and birth families (regulation 4 of ASSR)) and
- (iv) Special guardianship order support

G) Each of the Partners retain their other statutory responsibilities in respect of the following adoption services:

- a. Authority to place – Should Have Plan of Adoption decision – Decision made by the Local Authority Agency Decision Maker (LA ADM) (Adoption Agencies Regulations 2005, Regulation 19 of AAR)) (either apply to the court for a Placement Order (s21, Adoption and Children Act 2002 (ACA02)) or Parental Consent (sections 19 and 20 ACA02), consent is independently obtained by a CAFCASS officer (regulation 20 of AAR), and the best interests' decision is considered by the Adoption Panel (regulation 18 of AAR) and a recommendation made, followed by ratification by the LA ADM (regulation 19 AAR); and
- b. Adoption - Matching proposal considered by the Adoption Panel (regulation 32 AAR), and ratification by the LA ADM (regulation 33 AAR). Placement with the proposed prospective adopter (regulation 3 AAR) subject to authority to place (consent or placement order as above). Application by prospective adopter for an Adoption Order (section 46 ACA02).
- c. Development of the SGO and post adoption support plan to be implemented by the Host authority.

(v) The Partners have each passed the necessary resolutions for the purposes of entering into this Agreement.

(vi) This Agreement uses the defined term "Services" to describe the activities that the Host Authority is carrying out. For the avoidance of doubt, this is describing a local authority service that is provided to the public. This Agreement does not constitute a contract for services between the Partners.

## **AGREED TERMS**

### **1. DEFINITION AND INTERPRETATION**

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

**Accommodation** means the provision of office accommodation for Adopt London West staff and accommodation for infrastructure necessary to deliver Adopt London



West;

**ADM** means Agency Decision Maker

**Adopt London West** or **ALW** is a Regional Adoption Agency set up pursuant to Education and Adoption Act 2016 and consists of Ealing and the other Partners with the Ealing being the Host Authority for the ALW

**Agreement:** means this Agreement and attached Schedules;

**Aims, Principles and Objectives:** means the objectives of Adopt London West as described in Schedule 1;

**Adopt London West Partnership Board:** means a board made up of representatives of the Partners to oversee and advise Adopt London West during the period of this Agreement as further described at Schedule 7;

**Adopt London West Partnership Board Representatives:** is as defined in Schedule 4;

**Annual Adopt London West Plan:** has the meaning set out in clause 7;

**Assets:** means any tangible assets or property acquired, leased, licensed, loaned, or purchased as required by the Host Authority or other Partner for the administration and performance of this Agreement. The Assets that are known to be required and who they are to be provided by is set out at Schedule 7;

**Assets Register** means a register of all the Assets owned and used by the respective Partners in the delivery of Adopt London West as set out in Schedule 11 (Assets Register) to be regularly updated and maintained by the Partners

**Authority Premises:** means any premises acquired, leased, licensed, loaned, or purchased by the Host Authority or other Partner for the performance of this Agreement;

**Best Practice:** means using methods, practices, procedures and standards consistent with the legislation and associated guidance set out at Background D in order to provide the Service with the level of diligence, skill, care and prudence as could be reasonably expected from a competent local authority when performing the Service in its own administrative area;

**CAFFCASS:** means Children and Family Court Advisory and Support Services

**Change in Law:** means any primary or secondary legislation that constitutes a change in Law that impacts on this Agreement, which comes into force after the Commencement Date;

**Commencement Date:** means the \_\_\_\_\_ day of \_\_\_\_\_ 2019;

**Data Protection Legislation** means

- a) The Data Protection Act 2018 (DPA 2018);
- b) The General Data Protection Regulation (Regulation (EU) 2016/679);
- c) Law Enforcement Directive (Directive (EU) 2016/680); and

- d) All applicable laws and regulations relating to processing personal data and privacy, including the guidance and codes of practice issued by the Information Commissioner, where applicable;

**Delegating Authority means Brent, Hounslow or Hammersmith**

**Dispute Resolution Procedure:** means the procedure set out in clause 30;

**Earmarked Reserve** means monies held by the ALW from any underspends from the ALW budget

**Employee Liability Information:** means the information which a transferor is obliged to notify to a transferee pursuant to regulation 11(2) of the Regulations;

**Employee Schedule:** means a list of all Transferring Employees as at the date that the list is provided to the Host Authority;

**Exempt Information:** means any information or class of information relating to this Agreement which may fall within an exemption to disclosure under the FOIA or Environmental Information regulations.

**Existing Assets:** means such assets as are owned or operated by the Host Authority for or in relation to the Services prior to the Commencement Date or such assets owned or operated by the partners to be transferred to the Host Authority prior to the Commencement Date for the delivery of the Services.

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

**Equalities Legislation:** means all legislation which makes unlawful discrimination, harassment and/or victimisation on grounds of age, disability, sex, marital or civil partnership status, sexual orientation, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation, temporary or part-time status in employment or otherwise including, without limitation, the Equality Act 2010, the Part-time Workers (Prevention of Less Favourable Treatment) Regulations 2000, the Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002, or any preceding, successor or amending Legislation concerning the same.

**Financial Contributions:** each Partner's financial contribution and the total financial contributions of the Partners as set out in Schedule 5 being the contribution for the administration for and performance of Adopt London West;

**Financial Year:** means in any year the period from 01 April to 31 March the following year;

**FOIA:** means the Freedom of Information Act 2000 and any subordinate legislation made under it from time to time, together with any guidance or codes of practice issued by the Information Commissioner or relevant government department concerning this legislation;

**Force Majeure Event** means any circumstances arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the Partner concerned including but not limited to;

- a) fire, flood, earthquake, windstorm or other natural disaster;
- b) epidemic or pandemic;
- c) riot, civil commotion, industrial dispute (not directly involving any Partner), war sabotage or terrorist attack;

- d) nuclear, chemical or biological contamination,
- e) compliance with any law or governmental order, rule, regulation or any action taken by the government; and
- f) extreme adverse weather conditions.

**Head of Service Adopt London West:** means the person employed by the Host Authority who will have the day to day responsibility for the delivery of the Service and whose name and contact details are set out at Schedule 6;

**Host Authority:** means Ealing;

**Host Support:** means the support services (save for the day to day administration by staff undertaken in accordance with their duties) that the Host Authority provides to **Adopt London West** as it would to any other in-house section including but not limited to financial, Human Resources, Health & Safety, Legal, Governance, ICT, Estates, PR/Marketing, Information Management, Internal Audit, External audit and Procurement (as set out in Schedule 1) the costs of which shall be allocated between the Partners in accordance with Schedule 5;

**Information:** has the meaning given under section 84 of FOIA;

**Information Sharing Protocol:** means the protocol describing how the Partners will share Information contained in Schedule 3;

**Initial Period:** means the period commencing on the Commencement Date and ending at the end of the first full financial year of operation (31 March 2021);

**Intellectual Property Rights:** means patents, rights to inventions, copyright and related rights, moral rights, trademarks, trade names and domain names, rights to goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, 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;

**Law:** means any applicable law, statute, bye-law, regulation, order, regulatory policy guidance or industry code, rule of court, directives or requirements of any Regulatory Body, delegated or subordinate legislation, or notice of any Regulatory;

**London Living Wage** means the basic hourly wage of £10.55 (before tax, other deductions and any increase for overtime) as may be updated from time to time by the Greater London Authority;

**Losses:** means all claims, damages, losses, liabilities, costs, expenses (including legal and other professional charges and expenses) and charges whether arising under statute, contract or at common law, or in connection with judgments, proceedings, internal costs or demands;

**Monitoring:** the process for assessing the effectiveness of services purchased;

**Partners:** means the local authorities who agree to enter into this Agreement to fulfil the aims of **Adopt London West** in delivering the Service with each local authority being a 'Partner to and for the purposes of this Agreement';

**Partner Transferor:** means Partners whose staff are transferring to the Host Authority;

**Partners' Authorised Officers:** means those officers delegated to undertake the work, liaise and report to the Partnership Board and assist the Host Authority to administer the Service;

**Personal Data:** shall have the same meaning as set out in the DPA 1998;

**Personnel Files:** means in respect of the Transferring Employees copies of all personnel files or records relating to their employment;

**Regional Adoption Agency or RAA** means local authorities and voluntary organisations working together on a regional basis tasked with the recruitment of adopters, family finding, matching and delivering adoption support as part of the regionalisation of adoption services to optimise adoption performance, promote cost efficiency and share expertise.

**Regulations:** means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended, re-enacted or extended from time to time);

**Regulatory Body:** means those government departments and regulatory, statutory and other entities, committees and bodies that, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate or influence the matters dealt with in this arrangement, or any other affairs of the Partners;

**Relevant Employees:** means the employees who transferred into the service of the Host Authority on the Transfer Date from the Partner Transferors for the purpose of providing the Service as detailed at Schedule 10;

**Request for Information:** means a request for information or an apparent request under the FOIA or the Environmental Information Regulations (**EIR**);

**Service(s):** means the services to be provided by the Host Authority as set out in Schedule 1 of this Agreement;

**Service Providers:** means third party organisations who are contributing to the provision of the Service;

**Service User:** means Individuals who are eligible to receive the Service;

**Staffing Information:** means in respect of the Transferring Employees the workforce information listed in Schedule 9;

**Term:** the period of ten (10) years subject to any extensions agreed and early termination in accordance with clauses 3, 30, 31 and 32;

**Termination Date:** the date of expiry or termination of this Agreement;

**Third Sector Partners:** organisations and representatives of third sector bodies who attend the **Adopt London West** Partnership Board having entered into a Third Sector Partner memorandum of understanding in accordance with clause 43 of this Agreement;

**Transferring Employees:** means any employees of the partners or of any other persons who are transferring into **Adopt London West** and to the employment of the Host Authority from the employment of each Partner Transferor;

**TUPE:** means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended;

**VAT:** means Value Added Tax applied at the current rate in any year;

**Whistleblowing:** means the exposure of unlawfulness, malpractice, negligence, abuses or dangers, such as professional misconduct or incompetence, which exists in the organisation in which the whistle blower works.

**Working Day:** means any day except Saturday, Sunday, in any year and a public holiday in England.

Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.

- 1.2 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the schedules.
- 1.3 Words in the singular include the plural and vice versa.
- 1.4 A reference to one gender includes a reference to the other genders.
- 1.5 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking into account any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.6 A reference to writing or written includes email and other electronic transmission of information.
- 1.7 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this Agreement) at any time.
- 1.8 Reference to clauses and Schedules are to the clauses and Schedules of this Agreement. References to paragraphs are to paragraphs of relevant Schedules.
- 1.9 In the event of any inconsistency between the provisions of the body of this Agreement and the Schedules, the body of this Agreement shall take precedence.

## **2. COMMENCEMENT AND DURATION**

This Agreement shall take effect on the Commencement Date and shall continue for the Term. This Agreement will be reviewed at the end of the initial period, i.e. the first full financial year of operation (c. 31 March 2021) and thereafter shall be reviewed every 3 years.

## **3. INITIAL PERIOD AND EXTENDING THE TERM**

- 3.1 Six months prior to the expiry of the Initial Period the Partners, led by the Host Authority, shall commence a review of Adopt London West arrangements, (in particular the financial arrangements set out in Schedule 5) and this Agreement which will be concluded three -months prior to the expiry of the Initial Period.
- 3.2 The Partners may by written agreement extend the Term of this Agreement by whatever period they see fit and shall agree such extension 6 months before the expiry of the Term or such other period as agreed by the Partners. If the Agreement is not extended the provisions of clause 32 shall apply.

## **4. ADOPT LONDON WEST ARRANGEMENTS**

- 4.1 Each Partner will contribute financially to the staffing and running costs of **Adopt London West** as described in Schedule 5.
- 4.2 The Host Authority shall appoint staff who shall be employees of the Host Authority and shall be responsible for providing the Services on behalf of the Partners subject to the provisions of Clause 13. For the avoidance of doubt, some of those staff may be transferred to the Host Authority from the other Partners.

## **5. DELEGATION OF FUNCTIONS**

- 5.1. The Partners (excluding Ealing) have appointed Ealing to act as the Host Authority and have delegated the functions set out in Schedule 2 to the Host Authority.
- 5.2. Ealing has agreed to accept the delegation of the functions referred to in Schedule 2 from the other Partners.
- 5.3. Additional functions and services may not be brought within the scope of this Agreement during the Term other than by direction of the **Adopt London West Partnership Board** and subject to unanimous agreement by all Partners. Additional functions and services may only be brought within the scope of this Agreement following the conclusion of the required governance processes of each Partner in each case in consultation with the **Adopt London West Partnership Board**.

## 6. SERVICES

The Host Authority agrees to provide Assets and procure staff and resources derived from the Financial Contributions of the Partners to carry out the functions as set out in Schedule 2 on behalf of the Delegating Authorities. Subject to the Delegating Authorities complying with their respective obligations under this Agreement the Host Authority shall provide the Services and will be accountable to the Adopt London West Partnership Board and the Partners for the following:

- a) To ensure the proper discharge of the statutory functions listed at Schedule 2 and the Services;
- b) To act in accordance with Best Practice;
- c) To act in accordance with the Aims, Principles and Objectives of this Agreement, and any applicable policies agreed by the Partners;
- d) To act in accordance with the Host Authority constitution including those rules relating to decision making and the procurement procedure rules (and for the avoidance of doubt all decision making and governance shall be carried out in accordance with the Host Authority's constitution except where explicitly provided otherwise);
- e) To act in accordance with all applicable Law; and
- f) To act in accordance with the Adopt London West Partnership Board arrangements set out at Schedule 8 and otherwise in accordance with the terms of this Agreement.

## 7. ANNUAL ADOPT LONDON WEST PLAN

- 7.1. The Host Authority, with the reasonable assistance of the Partners, through the Adopt London West Partnership Board shall prepare a draft Annual Adopt London West Plan each year for submission to the Adopt London West Partnership Board. The Adopt London West Partnership Board shall consider the draft Adopt London West Plan and, as amended by the board recommend it for approval by the Host Authority. The Annual Adopt London West Plan shall:
  - a) Set out what activities will be undertaken within the year to deliver the agreed Aims, Principles and Objectives.
  - b) Describe any change or development required for the Services;
  - c) Provide information on how change in funding or resources may impact the Services; and
  - d) Include details of the estimated contributions due from each Partner for each Service and its required Financial Contribution, subject to the agreement by Partners of their respective financial contributions.

7.2 The Adopt London West Partnership Board will receive quarterly updates on the Annual Adopt London West Plan from the Host Authority.

## **8. FINANCIAL CONTRIBUTIONS**

8.1. The Partners shall pay their Financial Contribution to the Host Authority in order to carry out the functions of Adopt London West. A single payment will be made from each of the other Partners to the Host Authority to cover their contribution as set out in Schedule 5 from the Commencement Date to 31 March 2020. From 1<sup>st</sup> April 2020, payment of the Financial Contribution will be made by single annual payments made annually in advance. The Partners' Financial Contributions for the first year are set out in Schedule 5. Financial Contributions for subsequent years shall be determined in accordance with the provisions as set out at Schedule 5.

8.2. The Partners will adhere to the financial protocol as described at Schedule 5.

## **9. OVERSPENDS AND UNDERSPENDS**

9.1. The Partners agree this will be dealt with in the manner set out in the Financial Protocol in Schedule 5.

## **10. INTELLECTUAL PROPERTY RIGHTS**

10.1 Each Partner shall retain ownership of all existing Intellectual Property Rights in existence at the date of this Agreement in any material which it has created or the creation of which was undertaken by a third party which it commissioned to create that material. Subject to the Intellectual Property Rights of any third parties, each of the Partners hereby grants to each of the other Partners a perpetual non-exclusive royalty free licence to use operate copy and modify their intellectual property that is reasonably and properly required for the purpose of operating Adopt London West. The licence granted pursuant to this Clause 10.1 shall not be revoked upon the relevant Partner's withdrawal from this Agreement or upon termination of this Agreement.

10.2 All Intellectual Property Rights in materials developed by any of the Partners for the purposes of the operation of Adopt London West during the Term (as between the Partners) shall vest in the Host Authority on behalf of all the Partners. Upon expiry or termination or withdrawal of a Partner, the Host Authority shall grant the Partner(s) that are no longer a party to this Agreement a non-exclusive, irrevocable, royalty free licence to use and copy materials in the Intellectual Property Rights dealt with under this clause 10.2 which vest in the Host authority on behalf of all the Partners.

10.3 The Host Authority shall take reasonable and commercially prudent steps to obtain for itself and the other Partners such rights in respect of the Intellectual Property Rights of third-party contractors and other organisations as is reasonably necessary for the provision of the Service and the operation of Adopt London West.

## **11. PREMISES**

11.1 Subject to clause 31 (termination), the Host Authority and other Partners agree to make available appropriate Accommodation, working space and associated facilities and services, including bookable meeting rooms as shall be appropriate for delivery of the

Services for the Term, and as more fully described in Schedule 7, unless otherwise agreed between the Host Authority and relevant Partner.

- 11.2 The Host Authority shall ensure that no staff engaged in the delivery of the Services shall use any other Partners' accommodation, working space or associated facilities and services for any reason other than to perform the Services.
- 11.3 The Host Authority and the other Partners licence all appropriately authorised staff engaged in the Service ("the Licenced Staff") to enter Authority Premises for the proper performance of the Service and to utilise free of charge such accommodation, working space, or associated facilities and services as shall be provided from time to time by the relevant Partner subject to compliance by the Licenced Staff with any policies, access conditions and site conditions as may apply from time to time such as hot-desking / smart working, a clear desk policy etc.
- 11.4 The Host Authority and other Partners agree that the location of the Authority Premises and or the location of working space may be subject to change, and the Partners agree where practicable, to give each other 3 month's written notice of such change which shall not require agreement of the other Partners.
- 11.5 The licences granted by the Partners pursuant to clause 11.3 above shall immediately terminate upon termination of this Agreement.

## **12. ASSETS**

- 12.1. Each Partner including the Host Authority shall make the Assets available to Adopt London West.
- 12.2. Assets used in the performance of the Services belonging to each Party, either separately or jointly, shall be registered by the Parties in the Assets Register.
- 12.3 The Asset Register shall consist of the Assets recorded in the asset registers of each Partner as at the Commencement Date and thereafter also include Assets acquired throughout the Term. Each Partner shall send an electronic copy of the part of its individual asset register consisting of the Assets at Commencement Date to the other Partners as soon as practicable after the Commencement Date.
- 12.4 Nothing in this Agreement shall be deemed to pass any Existing Assets from one Party to another unless all the Parties specifically agree in writing.
- 12.5 The provisions of Clause 32 shall apply on termination of this Agreement.

## **13. STAFFING AND PENSIONS**

### **13.1. Provision of staffing information and warranties**

- 13.1.1. Without prejudice to its obligations pursuant to the Regulations to provide the Employee Liability Information, **the other Partners shall on or before [ ]** to the extent lawfully permitted provide the Host Authority with the Employee Schedule and Staffing Information as set out in Schedule 9.



- 13.1.2. Each Partner who is transferring staff to the Host Authority (“Partner Transferor”) shall notify the Host Authority of any material change to the Employee Schedule and the Staffing Information as soon as is reasonably practicable, and shall upon request by the Host Authority meet the Host Authority to discuss the information disclosed.
- 13.1.3. Each Partner Transferor warrants as far as they are aware or should reasonably be aware to the Host Authority:
- 13.1.3.1. that the information in the Employee Schedule and the Staffing Information shall be complete and accurate and kept up-to-date;
  - 13.1.3.2. that neither it (nor any other employer of a Transferring Employee) is in material breach of the contract of employment of any of the Transferring Employees nor is any Transferring Employee in material breach of his contract of employment save for any information provided pursuant to clause 13.1.1 and 13.1.2 above;
  - 13.1.3.3. that none of the Transferring Employees have given or received notice of termination of employment nor are any of the Transferring Employees the subject of any material disciplinary action nor is any Transferring Employee engaged in any grievance procedure save for any information provided pursuant to clauses 13.1.1 and 13.1.2 above; and
  - 13.1.3.4. that neither it (nor any other employer of a Transferring Employee) is engaged in relation to any Transferring Employee in any dispute, claim or legal proceedings, arising under contract or common law or arising out of or relating to any statute including the provisions of the Regulations and any claim or allegation of unlawful discrimination save for any information provided pursuant to clauses 13.1.1 and 13.1.2 above;
  - 13.1.3.5. that the Transferring Employee’s pension benefits accrued within the relevant Partner’s Pension Fund are fully funded as at the Transfer Date as determined by the actuary to the relevant Partner’s Pension Fund;
- 13.1.4. Each Partner Transferor shall indemnify the Host Authority from and against all Losses incurred by the Host Authority in connection with or as a result of a breach of their obligations under this clause 13.1.

## **13.2. Information and consultation**

- 13.2.1. The Host Authority shall comply with its obligations under Regulation 13 of the Regulations during the period prior to the Transfer Date.
- 13.2.2. Each Partner Transferor shall comply with their obligations under Regulations 13 and 14 of the Regulations during the period prior to the Transfer Date save where the Partner Transferors are unable to do so as a result of the failure of the Host Authority to comply with its duties under Regulation 13 of the Regulations.

## **13.3. Indemnities**

- 13.3.1. Each Partner Transferor shall indemnify the Host Authority against all Losses incurred by the Host Authority in connection with or as a result of:
- 13.3.1.1. any claim or demand by any Transferring Employee or former Transferring Employee (whether in contract, tort, under statute, pursuant to European law or otherwise) including any claim for unfair dismissal, wrongful dismissal, equal pay, a redundancy payment, breach of contract, unlawful deduction from wages, discrimination on the grounds of sex, race, disability, age, sexual orientation, gender reassignment, marital status, religion or belief, personal injury, a protective award or a claim or demand of any other nature, in each case arising directly or indirectly from any act, fault or omission of the employer in respect of any Transferring Employee or former Transferring Employee, or any claim relating to the period on and before the Transfer Date provided that such losses are not payable as a result of any act or omission of the Host Authority (and for the avoidance of doubt, this indemnity shall apply in respect of all Losses incurred by the Host Authority in respect of the period after the Transfer Date where the claim (such as, without limitation, a claim for equal pay) arises out of circumstances which arose on or before the Transfer Date);
  - 13.3.1.2. any failure by a Partner Transferor or any other employer of the Transferring Employees to comply with its obligations under Regulations 13 and 14 of the Regulations, or any award of compensation under Regulation 15 of the Regulations, save where such failure arises from the failure of the Host Authority to comply with its duties under Regulation 13 of the Regulations save that no Partner Transferor will be held liable for any losses in respect of any Transferring Employee who is not, or was not its employee, any person who was not its employee and any act, fault or omission of one of the other Partner Transferors;
  - 13.3.1.3. any claim (including any individual employee entitlement under or consequent on such a claim) by any trade union or other body or person representing the Transferring Employees (or other employees of each Partner Transferor) arising from or connected with any failure by each Partner Transferor or any other employer of the Transferring Employees to comply with any legal obligation to such trade union, body or person; and/or
  - 13.3.1.4. any claim by any person (other than a Transferring Employee) in respect of which the Host Authority incurs or is alleged to incur responsibility or liability as a result of the operation of the Regulations.
- 13.3.2. The Host Authority shall (in respect of Transferring Employees employed by the Host Authority), indemnify each Partner Transferor against all Losses incurred by the Partners in connection with or as a result of:
- 13.3.2.1. any claim or demand by any Transferring Employee (whether in contract, tort, under statute, pursuant to European law or otherwise) including any claim for unfair dismissal, wrongful dismissal, equal pay, a redundancy payment, breach of contract, unlawful deduction from wages, discrimination on the

grounds of sex, race, disability, age, sexual orientation, gender re-assignment, marital status, religion or belief, a protective award or a claim or demand of any other nature, in each case arising directly or indirectly from any act, fault or omission of the Host Authority, (provided that such losses are not payable as a result of any act or omission of the other Partner )as the case may be, in respect of any Transferring Employee on or after the Transfer Date;

13.3.2.2. any failure by the Host Authority to comply with its obligations under Regulation 13 of the Regulations, an award of compensation under regulation 15 and/or

13.3.2.3. any claim or demand by any Transferring Employee arising out of any change or proposed change in the terms and conditions of employment or working conditions of that person on or after their transfer to the Host Authority on the Transfer Date, where that Transferring Employee would have been a Transferring Employee but for their resignation or decision to treat their employment as terminated under Regulation 4(9) and or Regulation 4(11) of the Regulations on or before the Transfer Date as a result of any such changes;

13.3.2.4. any claim by any trade union or other body representing the Employee (or other employees of the Host Authority) arising from or connected with any failure by the Host Authority to comply with any legal obligation to such trade union, body, or person.

13.3.3. Each Partner Transferor shall be responsible for all remuneration, benefits, entitlements, and any outgoings in respect of their Transferring Employees (including all wages, holiday pay, bonuses, commissions, market supplements, subscriptions, payment of PAYE, and national insurance contributions and pension contributions and otherwise) which are attributable in whole or part to the period up to and including the Transfer Date, and will indemnify the Host Authority against all losses incurred by the Host Authority in respect of the same.

13.3.4. The Host Authority shall be responsible for all wages, holiday pay, bonuses, commission, subscriptions, payment of PAYE, national insurance contributions and pension contributions and otherwise which are attributable in whole or part to the period after the Transfer Date, and will indemnify each Partner Transferor against losses in respect of the same.

#### **13.4. Pensions**

13.4.1. The Transferring Employees shall be entitled to join the Host Authority's pension fund from the Transfer Date.

13.4.2. The Host Authority warrants that in the event the Relevant Employees transfer to a Partner or future partner from the Host Authority under the Regulations on expiry or termination of this Agreement or termination of participation in this Agreement by a Partner the returning employees' pension

benefits accrued within the Host Authority's Pension Fund prior to the date of transfer will be fully funded as at the date of transfer as determined by the actuary to the Host Authority Pension Fund.

### **13.5. Personnel Files**

13.5.1. Each Partner Transferor shall use all reasonable endeavours before or on the Transfer Date to provide to the Host Authority the Personnel Files in respect of the Transferring Employees to the extent that they are permitted to do so by Data Protection Legislation.

13.5.2. The Host Authority undertakes not to use the Personnel Files for any purposes unconnected with the operation and management of the Service, the purpose for which such information was originally collected or any unlawful purpose.

13.6. In respect of the indemnities in this Agreement:

13.6.1. The indemnified Partner shall give written notice to the indemnifying Partner as soon as practicable of the details of any claim or proceedings brought or threatened against it by a third party in respect of which a claim will or may be made under the relevant indemnity;

13.6.2. The indemnifying Partner shall at its own expense have the exclusive right to defend, conduct and /or settle all claims and proceedings which may be brought by a third party to the extent that such claims or proceedings may be covered by the relevant indemnity provided that where there is an impact on the indemnified Partner, the indemnifying partner shall consult with the indemnified Partner and shall at all times keep the indemnified Partner informed at all material times; and

13.6.3. The indemnified partner shall provide all reasonable assistance and documentation required by the indemnifying partner in connection with and act as or be joined as a defendant in any claim or proceedings brought by a third party. The indemnifying Partner shall reimburse the indemnified partner for reasonable costs and expenses (including legal costs and disbursements) incurred in providing such co-operation and / or arising as a result of the indemnifying partner's failure to defend, conduct and /or settle such claims and proceedings.

13.6.4. Each Partner shall at all times use reasonable endeavours to avoid and or mitigate loss, costs and expenses for which it is entitled to bring a claim against the other partners under this Agreement.

## **14. ADOPT LONDON WEST MANAGEMENT GOVERNANCE**

The Partners by means of their delegated representatives shall constitute the Adopt London West Partnership Board to support the Host Authority in provision of the

Service. The governance arrangements and powers of the Adopt London West Partnership Board are set out at Schedule 8

## **15. HOST SUPPORT**

The Host Authority will provide the Host Support to Adopt London West the cost of which shall be met in accordance with the provisions of Schedule 5.

## **16. ALW PARTNERSHIP BOARD QUARTERLY REVIEW AND REPORTING**

16.1. The Adopt London West Partnership Board shall carry out a quarterly review of the operation of this Agreement including the Annual Adopt London West Plan. This review shall be led and organised by the Host Authority with timely input and assistance from the other Partners.

16.2. The Head of Service Adopt London West designated by the Host Authority shall submit a quarterly report to the Adopt London West Partnership Board setting out:

- a) Performance of Adopt London West; and
- b) Any forecast overspend or underspend of the Financial Contributions.

## **17. ANNUAL REVIEW**

17.1. The Partners agree to carry out an annual review of this Agreement and Adopt London West to be presented to the Adopt London West Partnership Board within three months of the end of each Financial Year (the 'Annual Review') to include the following:

- a) Performance in the previous Financial Year against the Aims Principles and Objectives of Adopt London West;
- b) The performance of the Services against the targets specified and contained in the Annual Adopt London West Partnership Board Plan;
- c) Plans to address any underperformance in the Services and Adopt London West;
- d) Actual expenditure compared with agreed budgets and reasons for and plans to address any actual or potential underspends or overspends;
- e) Review of plans and performance levels for the following year; and
- f) Plans to respond to any changes in policy or legislation applicable to this Agreement

This review shall be led and organised by the Host Authority with timely input and assistance from the other Partners.

17.2. The Head of Service Adopt London West shall prepare an annual report following the Annual Review for submission to the Partners' respective appointed scrutinising boards or committees each Financial Year.

## **18. VARIATIONS AND FAIR DEALINGS**

18.1 The Host Authority and the partners recognise that it is impracticable to make provision for every contingency which may arise during the course of this Agreement and they declare it to be their intention that this Agreement shall operate between them with fairness and without detriment to the interest of any of them and that if, in the course of the performance of this Agreement, unfairness to any of them does or may result then the others shall use reasonable endeavours to agree upon such action as to be necessary to remove the cause or causes of such unfairness.

18.2 In the event of a Change in Law which impacts on the Agreement, the Host Authority will report to the Adopt London West Partnership Board on the effect of that change and confirm that all necessary steps have been taken to ensure that the Services are provided in accordance with the Law. If the event of a Change in Law impacts on the Services, the Host Authority will work with the other Partners to agree any necessary changes to the Services and to mitigate the effects on the Services cost. Any changes to the Services costs will be agreed in accordance with schedule 5.

18.3 Where the Host Authority or any of the other Partners request a change to this Agreement or to any of the Schedules, the Adopt London West Partnership Board shall discuss the change which shall result in any one of the following:

- (a) the change is not agreed, and no further action is taken; or
- (b) a change is agreed by unanimous decision of the Adopt London West Partnership Board and the change is implemented.

18.4 Where a change is agreed in accordance with clause 18.3(b), the change shall be recorded in writing and signed by all the parties. Any cost implications as a result of the change shall be dealt with in accordance with schedule 5.

## **19. STANDARDS**

19.1 The Partners shall collaborate to ensure that Adopt London West functions are discharged in accordance with:

- a) The prevailing standards relating to provision of the Service; and
- b) relevant guidance specified by Ofsted and any other relevant regulator.

19.2 The Host Authority and all Partners will co-operate with any inspections into the Service.

## **20. HEALTH AND SAFETY**

20.1. The Host Authority shall (and shall use reasonable endeavours to ensure its employees, agents, consultants, volunteers and Service Providers who are engaged in the performance of its obligations under this Agreement) comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply in relation to the provision of the Services. ,

- 20.2. The Host Authority shall ensure that its health and safety policy statements (as required by the Health and Safety at Work etc. Act 1974) together with related policies and procedures, are made available to the Adopt London West Partnership Board on request.
- 20.3 The Host Authority shall notify the Adopt London West Partnership Board if any incident occurs in the performance of the Services, where that incident caused any personal injury.
- 20.4 Each Partner shall be responsible for meeting their health and safety obligations for any of the other Partners' staff whilst such staff are based in Accommodation at their premises and, in particular, they shall ensure that:
- 20.4.1 the premises are properly and regularly maintained;
- 20.4.2 the premises are regularly risk assessed in accordance with applicable Laws;
- 20.4.3 they make the other Partners' staff aware of the security policy in respect of the Premises, health and safety and other policies of the Partner applicable to persons permitted access to the Premises and enforce adherence to such policies.
- 20.5 The Host Authority, will be responsible for the provision of health and safety training and information to its staff involved in the provision of the Services and will ensure that such health and safety training is regularly implemented, monitored and reviewed.

## **21 EQUALITY DUTIES**

- 21.1 The Partners shall not and shall use their reasonable endeavours to ensure that their employees, servants, contractors or agents shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination whether in race, gender, religion, disability, sexual orientation or otherwise in the provision of the Services..
- 21.2 The Partners shall perform their obligations under this Agreement in accordance with all applicable Equalities Legislation and their equality and diversity policy.
- 21.3 The Partners shall at all times comply with the provisions of the Human Rights Act 1998 in the performance of this agreement.

## **22 FREEDOM OF INFORMATION**

- 22.1 The Partners acknowledge that they are subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with each other to enable the Host Authority or any other Partners to comply with any Information disclosure requests and requirements.
- 22.2 The Partners shall:

- 22.2.1 transfer any Request for Information to the relevant Partner as soon as practicable after receipt and in any event within two working days of receiving a Request for Information;
- 22.2.2 provide that Partner with a copy of all information in its possession or power in the form that the Partner requires within 5 Working days of the Partner requesting that information; and
- 22.2.3 provide all necessary assistance as reasonably requested by any Partner to enable compliance with a Request for Information within the time for compliance set out in section 10 of the FOIA.
- 22.3 The Partner in receipt of the Request for Information shall be responsible for determining at their absolute discretion whether any confidential information and/or other information relating to this Agreement:
- a) Is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations;
  - b) Is to be disclosed in response to the Request for Information.
- 22.4 The Partners acknowledge that the Partner in receipt of the Request for Information may be obliged under the FOIA and Environmental Information Regulations to disclose Information:
- a) without consulting with the Partner or Partners, or
  - b) following consultation with the Partners or the Adopt London West Partnership Board and having taken its views into account but no Partner shall disclose any Exempt Information beyond the disclosure required by the FOIA or the Environmental Information Regulations without the consent of the Partner to which it relates
- 22.5 No Partner shall be liable to the other Partners for any damage, loss, harm or detrimental effect arising from or in connection with the disclosure of information in response to a Request for Information.
- 22.6 The Host Authority shall ensure that all information produced in the course of providing the Services including that held by Service Providers is retained for disclosure.
- 22.7 The Host Authority is discharging the functions set out in Background E and performing the Services and the Host Support in each of the Partner's administrative areas. The performance of those functions Services and Host Support is paid for, monitored and directed at a strategic level by each of the Partners acting through the Adopt London West Partnership Board. The Host Authority is providing certain support to the discharge of the functions and Services as Host Support, including the provision of legal advice. The relevant officers and / or members of each of the Partners are a "client" for the purposes of legal advice and litigation privilege.



## 23 DATA PROTECTION AND INFORMATION SHARING

23.1 The following definitions shall apply to this Clause 23:

**“Agreed Purpose”** means the purposes for processing the Personal Data set out in Schedule 3;

**“Controller”** shall have the same meaning as set out in the GDPR and for the purposes of this Agreement shall be identified in the Schedule of Processing, Personal Data and Data Subjects;

**“Data Loss Event”** shall mean any event that results, or may result, in unauthorised access to Personal Data held by the Partners under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;

**“Data Protection Impact Assessment”** shall mean an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;

**“Data Protection Officer”** shall have the same meaning as set out in the GDPR and for the purposes of this Agreement shall be identified in the Schedule of Processing, Personal Data and Data Subjects;

**“Data Subject”** shall have the same meaning as set out in the GDPR and for the purposes of this Agreement shall be identified in the Schedule of Processing, Personal Data and Data Subjects;

**“Data Subject Access Request”** shall mean a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;

**“Disclosing Party”** means the party disclosing Personal Data to the other party under this Agreement;

**“DPA 2018”** Data Protection Act 2018

**“GDPR”** shall mean the General Data Protection Regulation (Regulation (EU) 2016/679);

**“Law”** shall mean any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Partners are bound to comply;

**“LED”** shall mean the Law Enforcement Directive (Directive (EU) 2016/680);

**“Personal Data”** shall have the same meaning as set out in the GDPR and for the purposes of this Agreement;

**“Personal Data Breach”** shall have the same meaning as set out in the GDPR and includes but is not limited to the exposure or potential or possible exposure of data including but not limited to Personal Data to any third parties to the Agreement or those who have neither a contractual nor statutory right of access to the data including any circumstances in which such exposure or possible exposure would constitute a breach of the provisions of the Data Protection Legislation;

**“Process”** has the meaning given to it under the Data Protection Legislation and for the purposes of this Agreement, and “Processing” and “Processed” shall be construed accordingly );

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

**“Recipient”** means the party receiving Personal Data from any other party under this Agreement;

**“Recipient Personnel”** means all employees, agents, consultants and contractors of the Recipient;

**“Third Party Recipient”** means any third parties authorised to receive the Personal Data from the Recipient.

**“Staff”** shall mean all directors, officers, employees, agents, consultants and contractors of the Partners and/or of any sub-contractor engaged in the performance of their obligations under this Agreement;

**“Sub-processor”** shall mean any third party appointed to process Personal Data on behalf of a Partner related to this Agreement.

**“Third Sector Partners”** organisations and representatives of third sector bodies who attend the ALW Partnership Board having entered into a Third Sector Partner memorandum of understanding in accordance with Schedule 8 of this Agreement;

- 23.2 The Host Authority shall (and shall procure that any Adopt London West staff involved in the provision of the Agreement) comply with the Data Protection Legislation and all Partners will duly observe all their obligations under the Data Protection Legislation, which arise in connection with the Agreement.
- 23.3 The Parties acknowledge that for the purposes of the Data Protection Legislation, they are Joint Controllers and agree to comply with the data sharing protocol set out in Schedule 3. The Recipient is responsible for determining the purposes for which and manner in which it will process the Personal Data after receipt from the Disclosing Party. Accordingly, the Recipient acknowledges that it will be acting as a Controller in respect of the Personal Data and will be responsible for compliance with the Data Protection Legislation in respect of its processing of the Personal Data.
- 23.4 Notwithstanding clause 23.3 above, the Disclosing Party shall be responsible for ensuring that the relevant Data Subjects have been provided with all necessary information in respect of this data sharing arrangement.
- 23.5 In consideration of being granted access to the Personal Data, the Recipient shall:
- 23.5.1 take reasonable steps to ensure the reliability of the Recipient Personnel and any Third Party Recipients who have access to the Personal Data and use all reasonable endeavours to ensure that such persons have

sufficient skills and training in the handling of Personal Data and comply with the Data Protection Legislation;

- 23.5.2 implement appropriate technical and organisational measures in accordance with the Data Protection Legislation to ensure a level of security appropriate to the risks that are presented by such Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of processing and the likelihood and severity of risk in relation to the rights and freedoms of the Data Subjects;
  - 23.5.3 comply with all applicable laws including but not limited to the Data Protection Legislation in relation to all processing of the Personal Data;
  - 23.5.4 not process the Personal Data for any purposes other than the Purposes;
  - 23.5.5 not disclose the Personal Data to any third parties other than any Third Party Recipients and ensure that any Third Party Recipients are subject to obligations equivalent to those of the Recipient under this Agreement;
  - 23.5.6 comply with any other obligations of the Recipient set out in Schedule 3;
  - 23.5.7 not cause or permit the Personal Data to be transferred outside the European Economic Area without the Disclosing Party's prior written consent; and
  - 23.5.8 permit the Disclosing Party (subject to reasonable and appropriate confidentiality undertakings) to inspect and audit the Recipient's data processing and/or controlling activities and comply with all reasonable requests or directions by the Disclosing Party to enable the Disclosing Party to verify and/or procure that the Recipient is in full compliance with its obligations under this Agreement.
- 23.6 Each Party shall only retain the Personal Data for as long as is necessary for the Purposes.
- 23.7 A Party shall notify the other Partners immediately if it considers that any of their instructions infringe the Data Protection Legislation.
- 23.8 A Partner shall notify the Host Authority immediately if it:
- 23.8.1 receives a Data Subject Access Request (or purported Data Subject Access Request);
  - 23.8.2 receives a request to rectify, block or erase any Personal Data;
  - 23.8.3 receives any other request, complaint or communication relating to either Partner's obligations under the Data Protection Legislation;
  - 23.8.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;

- 23.8.5 receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- 23.8.6 becomes aware of a Data Loss Event, and without undue delay and in any event within 24 hours, the Partner shall notify the Host Authority's Data Protection Officer by email to inform her / him of the Data Loss Event, including in its notification:
- (a) a description of the Data Loss Event including where possible, the categories and approximate number of Data Subjects concerned and the categories and approximate number of data records concerned; and
  - (b) a description of the measures that the Partner has taken or proposes to take to address the Data Loss Event, including, where appropriate, measures to mitigate its possible adverse effects
- 23.9 Following notification by a Partner of a Data Loss Event under Clause 23.8.6, the Host Authority shall immediately assess the risks and consequences of the Data Loss Event to the Service and take and necessary measures, including:
- 23.9.1 to mitigate the possible adverse effects of the Data Loss Event; and
  - 23.9.2 to protect the data and the interests/safety of the Data Subject and/or Data Controller, and inform the Partner as to the measures that it has taken.
- 23.10 The Partner's obligation to notify under Clause 24.7 shall include the provision of further information to the Host Authority in phases, as details become available.
- 23.11 Each Partner shall provide the Host Authority with full assistance in relation to any of either Partner's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 23.7 (and insofar as possible within the timescales reasonably required by the Host Authority) including by promptly providing:
- 23.11.1 the Host Authority with full details and copies of the complaint, communication or request;
  - 23.11.2 such assistance as is reasonably requested by the Host Authority to enable the Host Authority to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
  - 23.11.3 the Host Authority at its request, with any Personal Data it holds in relation to a Data Subject;
  - 23.11.4 assistance as requested by the Host Authority following any Data Loss Event;
  - 23.11.5 assistance as requested by the Host Authority with respect to any request from the Information Commissioner's Office, or any consultation by the Host Authority with the Information Commissioner's Office.

- 23.12 Each Partner shall maintain complete and accurate records and information to demonstrate its compliance with this Clause.23.
- 23.13 Each Partner shall allow for audits of its data processing activity in connection with ALW by the Host Authority or their designated auditor, in accordance with Clause 25 and comply with all reasonable requests or directions by the Host Authority to enable them to verify and/or procure that the Partner is in full compliance with its obligations under this Agreement and Data Protection Legislation.
- 23.14 Each Partner shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 23.15 Before allowing any Sub-processor to process any Personal Data related to this Agreement, a Partner must:
- 23.15.1 notify the Host Authority in writing of the intended Sub-processor and processing;
  - 23.15.2 obtain the written consent of the Host Authority;
  - 23.15.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 23 such that they apply to the Sub-processor; and
  - 23.15.4 provide the Host Authority with such information regarding the Sub-processor as the Host Authority may reasonably require.
- 23.16 Each Partner shall remain fully liable for all acts or omissions of any Sub-processor.
- 23.17 Each Partner shall indemnify and keep indemnified the other Partners against all actions, claims, demands, proceedings, damages, costs, losses, charges and expenses whatsoever in respect of any breach by that Partner (and, in the case of the Host Authority by the Adopt London West staff) of this Clause 23, including but not limited to any fine imposed by the Information Commissioner's Office upon a Partner for a Data Loss Event caused by another Partner or any Sub-processors appointed by that Partner and, in the case of the Host Authority by the Adopt London West staff.
- 23.18 The Partners agree to take account of any guidance issued by the Information Commissioner's Office. The Partners agree to amend this Agreement to ensure that it complies with any guidance.
- 23.19 The Partners acknowledge that damages may not be an adequate remedy for breach of the provisions of this Clause 23 and reserve the right to seek equitable relief against a Partner for breach, including relief in the form of an injunction or specific performance.
- 23.20 Each Party shall be responsible for their own costs incurred in complying with this Clause 23.
- 23.21 The provisions of this Clause 23 shall apply during the continuance of the Agreement and indefinitely after its expiry or termination.

- 23.22 The Partners shall share information about Service Users to improve the quality of care and enable integrated working in accordance with the Data Protection Legislation, The Human Rights Act 1998 and the common law duty of confidentiality and any other data protection legislation or regulations. The Partners shall adhere to the Information Sharing Protocol set out in Schedule 3 to this Agreement.
- 23.23 A Partner shall ensure that it does not knowingly or negligently do or omit to do anything which places any Partner in breach of its obligations under the Data Protection Legislation.
- 23.24 The Partners shall be responsible for facilitating Service Users in accessing their Personal Data and exercising their other rights under the Data Protection Legislation. Where a Partner receives a legitimate request from a Service User to exercise a right that affects other Partners, the receiving Partner shall promptly send that request to those other Partners.
- 23.25 If another party becomes the host authority and / or on expiry or termination of this Agreement, the Host Authority shall ensure that any Personal Data that it holds is transferred to the successor body or bodies through data and information sharing agreements that are in accordance with the Data Protection Legislation that applies at the time.

## **24. CONFIDENTIALITY**

- 24.1 Subject to Clause 24.4, the Partners agree to keep confidential all documents relating to or received from the other Partners under this Agreement that are labelled as confidential or the Partner receiving the document should acting reasonably have known was confidential given the nature of the document, the contents, the circumstances and that way that it was provided (“Confidential Information”).
- 24.2 Subject to Clause 24.4, where a Partner receives a request to disclose Confidential Information:
- 24.2.1 Each Partner:
- a) shall treat all confidential Information belonging to the other Partner as confidential and safeguard it accordingly; and
  - b) shall not disclose any Confidential Information belonging to the other Partner to any other person without the prior written consent of the other Partner, except to such persons and to such extent as may be necessary for the performance of this Agreement
- 24.2.2 The Host Authority shall take all necessary precautions to ensure that all Confidential Information obtained from a Partner under or in connection with the Services:
- a) is given only to such of the staff engaged in advising in connection with the Services and the Host Support as is strictly necessary for the performance of those services and only to the extent necessary for the performance of those services;

- b) is treated as confidential and not disclosed without prior approval or used by any staff otherwise than for the purpose of performing this Agreement.

24.3 Subject to clause 24.4, the Host Authority shall not use any Confidential Information it receives from any Partner otherwise than for the purposes of providing the Services and the Host Support and performing its obligations in relation to Adopt London West as described in this Agreement.

24.4 The provisions of clauses 24.1 to 24.3 above shall not apply to any Confidential Information received by one Partner from another Party:

- a) which is or becomes public knowledge (otherwise than by breach of this clause 24);
- b) which was in the possession of the Partner, without restriction as to its disclosure, before receiving from the disclosing Partner;
- c) which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
- d) which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the disclosing Partner making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations.
- f) which has to be disclosed to enable a determination to be made under the Dispute Resolution Procedure;
- g) which is required to be provided by a partner to any department office or agency of the Government.
- h) which is for the purpose of:
  - i) the examination and certification of the partner's accounts (including any External Audit of the accounts); or
  - ii) any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Partner has utilised its resources.

24.5 Nothing in this clause 24 shall prevent the Host Authority or Partner disclosing any Confidential Information for the purpose of:

24.5.1 the examination and certification of any Financial Contributions; or

24.5.2 any examination carried out by a regulatory body Provided that in disclosing Confidential Information under this sub-clause the Host Authority or Partner discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence.

24.6 Nothing in this clause 24 shall prevent the Host Authority disclosing any Confidential Information to any person engaged in providing any services to the Host Authority for any purpose relating to or ancillary to the Agreement.

- 24.7 Nothing in this clause 24 shall prevent the Partners from using any ideas, know-how, or techniques gained during the performance of this Agreement in the course of its normal business, to the extent that this does not result in the disclosure of Confidential Information or in an infringement of Intellectual Property Rights.
- 24.8 For the avoidance of doubt, the Partners acknowledge that nothing in this clause 24 shall fetter or affect each Partner's obligations under the Data Protection Legislation, the FOIA and the environmental Information Regulations.

## **25 AUDIT AND SCRUTINY**

- 25.1 ALW will be subject to the normal annual external auditing processes of the Host Authority.
- 25.2 The Host Authority shall include ALW and its finances in its risk assessed internal audit programme and shall make the final audit report available to the Adopt London West Partnership Board.
- 25.3 The Host Authority shall make a copy of the accounts for Adopt London West open to inspection on written notice from a Partner, within a reasonable time period at any reasonable time during business hours.
- 25.4 The Partners agree that scrutiny relating to this Agreement and Adopt London West shall be the responsibility of each Partner. Accordingly, the relevant committees of each Partner shall have the right to review any aspect of Adopt London West as if it were an in-house function exercised by the respective Partner.

## **26 INSURANCE**

- 26.1 The Partners shall at their own cost each effect and maintain a policy or policies of insurance, providing as a minimum the following levels of cover: an adequate level of cover for the liabilities, obligations, duties and risks that they are taking on under the terms of this Agreement including those arising under any indemnity in this Agreement for the duration of the Agreement and any extension hereof.
- (a) public liability insurance with a limit of indemnity of not less than Ten Million Pounds (£10,000,000) in relation to any one claim or series of claims;
  - (b) employer's liability insurance with a limit of indemnity of not less than Ten Million Pounds (£10,000,000) in relation to any one claim or series of claims;
  - (c) professional indemnity insurance with a limit of indemnity of not less than Two Million Pounds (£2,000,000) in relation to any one claim or series of claims

(the Required Insurances). The cover shall be in respect of all risks which may be incurred by the Partners, arising out of this agreement, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Partners.



- 26.2 The Partners shall give to each other, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the Required Insurances are in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

## **27 WHISTLEBLOWING**

- 27.1 Nothing in this Agreement shall prevent any Partner staff from making a protected disclosure within the meaning of the Public Interest Disclosure Act 1998. Any such staff who make a protected disclosure are protected against dismissal and victimisation in respect of the disclosure.
- 27.2 In discharging its responsibilities under this Agreement in respect of Adopt London West, the Host Authority shall
- 27.2.1 comply with all applicable laws, statutes, regulations and codes relating to Whistleblowing, including but not limited to the relevant provisions under the Public Interest Disclosure Act 1998. ("Whistleblowing Legislation") and insert the same provisions in any contract entered into for the provision of works, supplies or services for Adopt London West;
- 27.2.2 have and maintain throughout the Term of this Agreement, policies and procedures to ensure compliance with the Whistleblowing Legislation and will enforce them where appropriate; and
- 27.2.3 ensure all Ealing and Delegating Authority staff are given access to the Host Authority's policies on Whistleblowing.

## **28 INDEMNITIES AND LIABILITIES**

- 28.1 The Partners each hereby agree jointly and severally to indemnify any Partner and keep them so indemnified against all demands, actions, claims, costs, expenses, direct damages or losses (including without limitation, reasonably incurred legal costs (whether internal or external) (on and indemnity basis) and other professional advisors' fees), made against or incurred by any Partner resulting directly or indirectly out of the operation of the ALW or out of this Agreement except where such actions, claims, costs, expenses and damages are brought against or suffered by a Partner due to its own negligence, wilful default or fraudulent misrepresentation.
- 28.2 The other Partners will contribute to any increased insurance premiums incurred by Ealing resulting from entering into this Agreement as part of their Financial Contributions
- 28.3 Subject always to clause 28.1, no Partner shall be liable to the other Partners for claims made by third parties arising from any acts or omission of a Partner following a placement identified to the Adopt London West.
- 28.4 Each Partner shall, at all times, take all reasonable steps to minimise and mitigate any loss or damage for which the relevant Partner is entitled to bring a claim against the other Partners under this Agreement.

## **29 COMPLAINTS AND INVESTIGATIONS**

- 29.1 The Host Authority shall deal with all complaints received concerning the responsibilities of the Host Authority under this Agreement in the first instance through the Hosts Authority's Corporate Complaints Policy.
- 29.2 The Host Authority shall provide the other Partners with the name and contact details of its nominated complaints manager for Adopt London West ("Complaints Manager").
- 29.3 In the event of a complaint being made against any Adopt London West staff, the Host Authority, the Services or the other Partners which is not resolved at the informal stage, the complaint shall be referred to the appropriate complaints manager as soon as practicable with any relevant details and supporting documentation. The Partners in consultation with the relevant complaints manager shall agree how to proceed, albeit it is agreed that the complaint will ultimately be dealt with by the Host Authority as the employer of the Adopt London West staff and with responsibility for the delivery of the Services.
- 29.4 The Partners shall each fully comply with any investigation by any statutory Ombudsman or tribunal, including providing access to Information and making staff available for interview.

### **30. DISPUTE RESOLUTION AND EXIT ARRANGEMENTS**

- 30.1 The Partners shall act in good faith and use their reasonable endeavours to resolve disputes arising out of this Agreement informally in an amicable way.
- 30.2 The Partners shall first endeavour to resolve a dispute that has arisen through referring the dispute to the relevant Director of each affected Partner. If the relevant Directors are unable to resolve the dispute to the reasonable satisfaction of the Partners within twenty (20) Working Days of the dispute being referred to them, the dispute shall be referred to the Chief Executive Officers of the affected Partners.
- 30.3 If the Chief Executive Officers are unable to resolve the dispute to the reasonable satisfaction of the Partners within twenty (20) Working Days of the dispute being referred to them, any one or more Chief Executive Officers may, in their absolute discretion refer the dispute to an independent mediator ("Neutral Adviser").
- 30.4 If the Partners are unable to agree upon the Neutral Adviser to be appointed or the Neutral Adviser agreed is unable or unwilling to act, any Partner may, give the other Partners, ten (10) days' notice of its intention to apply to the Centre for Dispute Resolution ("CEDR") to appoint a Neutral Adviser.
- 30.5 Within ten (10) Working Days of the appointment of a Neutral Adviser, the Partners shall meet with her / him in order to agree a programme or the exchange of information and the structure to be adopted for the mediation. The fees of the Neutral Adviser shall be met equally by the Partners.
- 30.6 If the Partners accept the Neutral Adviser's recommendations or otherwise reach agreement on the resolution of the dispute, such agreement shall be put in writing and, once their duly authorised representatives sign it, shall be binding on the Partners.
- 30.7 If the Partners do not reach agreement on the dispute, any Partner may invite the Neutral Adviser to provide a non-binding but informative opinion in writing. Such

opinion shall be provided on a 'without prejudice' basis and shall not be used in evidence in any subsequent proceedings commenced, without the prior written agreement of the Partners.

- 30.8 If the Partners do not reach agreement in the structured negotiations within forty (40) days of the Neutral's Adviser's appointment or such later time as may be agreed by the Partners in writing, then the dispute between the Partners shall be referred to an arbitrator to be agreed upon by the Partners or in default of such agreement to be nominated by the President of the Institute of Arbitrators.
- 30.9 The arbitrator shall act as an expert and shall be entitled to make such decision or award as he or she thinks just and equitable having regard to the relevant circumstances of the dispute. The costs of such arbitration shall follow the event or if none of the Partners succeeds they shall be apportioned between the Partners as the arbitrator, in his or her absolute discretion, thinks fit.
- 30.10 Any award or decision of the arbitrator shall be final and binding on the Partners.
- 30.11 If any Partner considers that there is a matter which may affect continuation of its commitment to the Partnership Agreement other than a decision to exercise an option to break under clause 31.1, it should submit a written expression of concern to the Adopt London West Partnership Board which will be tabled for discussion within (twenty) 20 Working Days of receipt of the submission and resolution within forty (40) Working Days of receipt of the submission. If the Adopt London West Partnership Board fails to resolve the matter within forty (40) Working Days a meeting shall be held between the Directors of Children's Services and the Chief Executive of each Partner within 20 Working Days of the failure to achieve resolution at the Adopt London West Partnership Board. If the Chief Executives fail to resolve the matter in the allotted time, then the aggrieved Partner(s) may (with the agreement of all affected Partners) jointly appoint an independent mediator the costs of which shall be borne equally between the Partners in dispute.
- 30.12
- 30.13 During the period between a notice to terminate being served and termination occurring the Host Authority with the reasonable assistance of the Partners including the exiting Partner(s) shall produce a plan for exit and continued provision of the Service which shall include:
- staffing arrangements;
  - future budget;
  - available premises and assets; and
  - maintaining the Services both in areas that are remaining in Adopt London West and the area(s) that are exiting (although for the avoidance of doubt the Host Authority will no longer be required to provide the Services in any area that is no longer part of Adopt London West).
- 30.14 Nothing in this clause shall prevent any Partner from exercising its rights under English law.

## **31. WITHDRAWAL FROM THE ALW**

- 31.1 Any Partner may terminate their participation in this Agreement at will upon giving the Host Authority (or in the case of the Host Authority, the Adopt London West Partnership Board) 18 months' written notice of their intention to do so (Termination Notice).. The process set out in clause 31.2 of this Agreement must be followed prior to serving any notice under this clause 31.1
- 31.2 Prior to exercising an option to break under clause 31.1 any Partner that wishes to terminate its participation in the Agreement ("the Withdrawing Party") must inform in writing the Host Authority (or in the case of the Host Authority, the Adopt London West Partnership Board) who shall convene a meeting of the Adopt London West Partnership Board within ten (10) Working Days of being informed to discuss the matter.
- 31.3 Following the conclusion of either of the processes set out at clause 30.11 and 31.2 any or all Partners may elect to terminate their participation in this Agreement. The relevant Partner's participation in this Agreement shall terminate 18 months following receipt by the Host Authority (or in the case of the Host Authority, the Adopt London West Partnership Board) of a notice to this effect.
- 31.4 During the period between the Termination Notice being served and termination occurring the Parties shall consult with each other including the Withdrawing Party to ensure that the Service is left in no better nor no worse position as a result of the Withdrawing Party exercising its right to withdrawal than if the Withdrawing Party had not withdrawn until the end of the Term. The consultation shall include but not be limited to consideration of:
- 31.4.1 any loss of funding which may arise from such withdrawal to include any non-payment, clawback or repayment of such funding;
  - 31.4.2 any future budget including any increased cost to the remaining Parties in maintain the Services in areas that are remaining in the Service;
  - 31.4.2 any redundancy costs or other employment and staffing costs which shall be determined in accordance with Schedule 5 (Financial Arrangements).
  - 31.4.4 any other loss, liability, damage, claim or expense which would be incurred by the remaining Partners by reason of such withdrawal from this Agreement;
  - 31.4.5 the available assets and premises;
  - 31.4.6 issues relating to contracts, data, existing casework relating to the Withdrawing Party and the distribution of approved adopters to the Withdrawing Party
  - 31.4.7 whether there are sufficient resources for the Host Authority to continue to fulfil its functions and responsibilities on behalf of the remaining Partners or whether this Agreement should be terminated.
  - 31.4.8 The change in the Financial Contributions of the remaining Partners (if any)
- 31.5 For the avoidance of doubt, if any Party terminates their participation in this Agreement they shall be liable for the costs incurred as a result of their termination

including but not limited to any redundancy costs and staff termination costs incurred (as determined in accordance with Schedule 5 (Financial Arrangements) and the remaining Partners each agree that the Agreement including their Financial Contributions will be re-negotiated to reallocate liabilities and obligations in line with the principles set out in this Agreement.

- 31.6 Each Partner undertakes that should it wish to withdraw from this Agreement that as a condition of such withdrawal it will make, prior to withdrawal or termination, such reasonable payment or payments as shall be determined in accordance with clauses 31.4 and 31.5 and approved by the ALW Partnership Board and no Termination Notice shall take effect unless and until such payment has been made.
- 31.7 Any Withdrawing Party hereby acknowledges and confirms that it will remain liable for and will make any payments that are due in respect of its membership of the ALW under this Agreement up until the termination date of the Withdrawing Party whether such sums are claimed before or after the date on which the Withdrawing Party's 18 months' Termination Notice expires.
- 31.8 The Head of Service shall carry out a review of the Financial Contributions immediately after the Termination Notice is given by a Withdrawing Party in accordance with this clause 31 and shall bring the outcome of any such review and any proposals to a meeting to the ALW Partnership Board.
- 31.9 A Party which withdraws from this Agreement shall indemnify and shall be liable to the remaining Partners for any costs, losses or damages suffered by the remaining Partners by reason of the withdrawal arising out of or relating to:
- 31.9.1 any act, omission, negligence or default by the Withdrawing Party or its employees, agents and sub-contractors relating to the provision of the Services;
  - 31.9.2 any claim or action made or commenced by an employee, agent or subcontractor of the Withdrawing Party against any one or more remaining Partners;
  - 31.9.3 any legal proceedings including without limitation arbitration and tribunal proceedings that commenced prior to the withdrawal of the Withdrawing Party that affect the remaining Partners; and
  - 31.9.4 any material breach by the Withdrawing Party of the terms of this Agreement.
- 31.10 The remaining Partners shall continue to comply with the terms of the Agreement and ensure that the general objectives of the Agreement are not compromised.
- 31.11 In the event of the Host Authority notifying the Partners of its intention to withdraw from this Agreement, all the Partners shall immediately review this Agreement to determine whether any of the remaining Partners can become the host.
- 31.12 Nothing in this clause shall prevent any Partner or the Host Authority from exercising its rights under English law.

## **32. TERMINATION OF THE AGREEMENT & CONSEQUENCES OF EXPIRY AND TERMINATION**

- 32.1 In addition to serving a Termination Notice in accordance with clause 31.1, any Partner may issue a notice to terminate this Agreement in the following circumstances:
- 32.1.1. there is a Change in Law or a change in government guidance or policy that prevents any Partner from complying with its obligations under this Agreement;
  - 32.2.2. a Partner, acting reasonably, can demonstrate that the Host Authority is persistently failing to perform the Services in a manner that would be expected of a competent local authority;
  - 32.1.3. where the Partners fail to agree the Financial Contributions in accordance with Schedule 5; or
  - 32.1.5. the review carried out under clause 3.1 leads the Partners to conclude (acting reasonably and in the best interests of discharging the Services) that the Agreement should be terminated
- 32.2 In the event that it is no longer possible to carry out the terms of this Agreement because of a Change in Law or government guidance or policy, which render the arrangements under this Agreement unlawful, the Partners shall as soon as practicable agree a timetable for bringing Adopt London West to an end and terminating this Agreement.
- 32.3 On the expiry of the Term, any extension of the Term, or if this Agreement is terminated the following shall apply:
- 32.3.1 Authority Premises and Assets not acquired from the Financial Contribution shall be returned to the Host Authority or other Partners who show title;
  - 32.3.2 Assets purchased from the Financial Contributions shall:
    - 32.3.2.1 be disposed of by the Host Authority for the best consideration obtainable and any proceeds of the sale allocated according to the Partners' Financial Contributions or, if otherwise agreed,
    - 32.3.2.2 where reasonably practicable, be divided between the Partners according to the Partners' Financial Contributions over the previous Financial Year;
    - 32.3.2.3 be retained by the continuing Partners (if any) for the purposes of Adopt London West subject to such reasonable payment to the Withdrawing Partner(s) as may be agreed: or
    - 32.3.2.4 be dealt with as otherwise agreed by the Partners, or
    - 32.3.2.5 in the absence of agreement, in accordance with the Dispute Resolution Procedure.
  - 32.1.3 the Host Authority shall transfer all records they retain relating to details of Service Users and other relevant information to the appropriate Partner;
  - 32.1.4 the Partners shall co-operate with each other in terminating, modifying, restructuring, transferring or novating any subsisting contractual

arrangements entered into for the purposes of Adopt London West and the Services and execute any documents necessary to give effect thereto in a timely manner.

- 32.1.5 Other property including data belonging to one of the Partners shall be transferred or returned to that Partner except that this will not be required in cases where the data is encrypted. However, where any data comprises Personal Data or Sensitive Personal Data, then provisions of clause 23 shall apply.
- 32.4 The Partners shall remain liable in accordance with the apportionments set out at Schedule 5 for any financial or other obligation or liability (actual or contingent) incurred during the period that that Partner has been a party to this Agreement.
- 32.5 All of the costs of terminating the Agreement and the Adopt London West arrangement shall be split between the Partners in line with the formula agreed for the Partner Financial Contributions as set out in Schedule 5. These costs shall include but not be limited to the costs of redundancy and other employment liabilities (which shall be determined in accordance with Schedule 5 (Financial Arrangements) and Schedule 9 (Employment and Pensions) .
- 32.6 It shall be the duty of all the Partners to try to minimise any losses arising from the termination of this Agreement and all Partners shall use their best endeavours to offer priority redeployment to any staff employed by the Host Authority in the provision of the Services and by helping to seek alternative employment for them.
- 32.7 Overspends and underspends on termination of this Agreement shall be dealt with in the same manner as surpluses and deficits are dealt with in paragraph 4 of Schedule 5.
- 32.4
- 32.8 The Partners shall be entitled but not restricted to direct any under spend to the following purposes:
- 32.5.1 to meet obligations under existing contracts
- 32.5.2 to defray the costs of making any alternative arrangements for Service Users;  
and
- 32.5.3 to meet the cost of any redundancies arising from the termination of this Agreement.
- 32.9 The provisions of the following clauses shall survive termination or expiry of this Agreement:
- Clause 10 (intellectual Property);  
;  
Clause 22 (Freedom of Information);  
Clause 23 (Data Protection and Information Sharing);  
Clause 24 (Confidentiality) ;  
Clause 25 (Audit & Scrutiny);  
Clause 28 (Indemnity & Liabilities)

Clause 32 (Termination of the Partnership & Consequences of Termination; Clause 42.2 (Record Management).

### **33. PUBLICITY**

- 33.1 No Partner shall make any public statement or issue any press release or publicity document relating to Adopt London West arrangements or the contents of this Agreement without obtaining the other Partners' prior written consent as to its contents, and the manner and timing of its presentation and publication or in accordance with a communications strategy agreed by the Partners.
- 33.2 Publicity will be managed through the Host Authority in partnership with all Partners.
- 33.3 For the avoidance of doubt, clause 33.1 shall not apply to publicity, promotional materials or campaigns that are required for the promotion and delivery of Adopt London West.

### **34. NO PARTNERSHIP**

- 34.1 Each of the Partners is an independent local authority and nothing in this Agreement shall be constructed as constituting a legal partnership between the Partners or as constituting either Partner as the agent of the other for any purpose whatsoever, except as specified by the terms of this Agreement.
- 34.2 No Partner shall have the right or authority to act on behalf of another partner or to bind another partner by contract or otherwise as specified by the terms of this Agreement.

### **35. THIRD PARTY RIGHTS**

Save as where expressly stated no term of this Agreement is intended to confer a benefit on or to be enforceable by any person who is not a party to this Agreement.

### **36. NOTICES**

- 36.1 Notices shall be in writing and shall be sent to another Partner marked for the attention of the Partner's representative on the ALW Partnership Board or another person duly notified by each Partner for the purposes of serving notices on that Partner, at the address set out for the Partner in this Agreement.
- 36.2 Notices may be sent by first class mail or e-mail, provided that e-mail is confirmed within 24 hours by first class mailed confirmation of a copy. Correctly addressed notices sent by first class mail shall be deemed to have delivered 72 hours after posting and correctly directed e-mail transmissions shall be deemed to have been received instantaneously on transmission, provided that they are confirmed as set out above.

### **37. SEVERABILITY**



37.1 If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

#### **38. CHILD PRACTICE REVIEWS OR MULTI AGENCY PROFESSIONAL FORUMS**

38.1 The Host Authority shall co-operate with regard to the provision of information to any serious case review, local review, court proceedings, inquests, LGO investigations, OFSTED inspections and learning lessons review or internal management review.

#### **39. ENTIRE AGREEMENT**

39.1 This Agreement, the Schedules and the documents annexed to it or otherwise referred to in it contain the whole Agreement between the Partners relating to the subject matter of it and supersede all prior agreements, arrangements, communications, representations (other than fraudulent representations), stipulations, undertakings, warranties and understandings between the Partners relating to that subject matter.

39.2 Each Partner acknowledges that it does not enter into this Agreement in reliance on any warranty, representation or undertaking other than those contained in this Agreement and that its only remedies for breach of this Agreement are those provided for in this Agreement provided that this shall not exclude any liability which a Partner would otherwise have to another Partner in respect of any statements made fraudulently by or on behalf of it prior to the date of this Agreement.

#### **40. COUNTERPARTS**

40.1 This Agreement may be executed in any number of counterparts each of which when executed shall constitute a duplicate of the original, but all the counterparts shall together constitute the Agreement.

40.2 No counterpart shall be effective until each Partner has executed at least one counterpart.

#### **41. GOVERNING LAW**

41.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the Law of England and the partners submit to the exclusive jurisdiction of the English Courts.

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

#### **42. RECORDS MANAGEMENT**

42.1 The Partners shall develop and agree a records management protocol .

42.2 The Partners agree that they shall keep and maintain until six (6) years after this Agreement has terminated or expired, or for as long a period as may be agreed between the partners, full and accurate records of this Agreement and Adopt London West, all expenditure and all payments made by each Partner.

#### **43. THIRD SECTOR PARTNERS**

- 43.1 Third Sector Partners shall be invited to attend the Adopt London West Partnership Board at the discretion of the Adopt London West Partnership Board. The Host Authority shall prepare a memorandum of understanding that shall be entered into by the Host Authority and any Third Sector Partners and will set out the Third Sector Partner's role on the Adopt London West Partnership Board.
- 43.2 Third Sector Partners shall not be entitled to vote on any matters.
- 43.3 Third Sector Partners invited to attend the Adopt London West Partnership Board in line with clause 43.1 above shall be consulted on strategic direction, policy development, reviews and service delivery. Third Sector Partners shall not be entitled to contribute to discussions regarding Financial Contributions and detailed (as opposed to strategic) discussions around procurement.
- 43.4 The Partners including the Host Authority shall give due regard to and take into account the views expressed by the Third Sector Partners when coming to decisions on the items listed in clause 43.3.
- 43.5 It is acknowledged that Third Sector Partners or organisations connected to the Third Sector Partners may under some circumstances generate income from the provision of services to the Host Authority and other Partners that are connected to the Service. The Third Sector Partners acknowledge that they shall not be provided with any documentation or be entitled to be present during discussions at any meetings (including Partnership Board meetings) involving a discussion, decision or details of any commissioning or procurement activity in relation to such services or any other matter where there is a potential conflict of interest with the Third Sector Partners.

#### **44 COSTS**

- 44.1 Each Partner shall bear its own legal costs and other fees in relation to the preparation and completion of this Agreement.

#### **45 WAIVER**

- 45.1 A failure by any partner to enforce any provision of this Agreement shall not amount to a waiver of their rights under that provision and shall not restrict their right to enforce the Agreement whether in whole or in part.

#### **46 CIVIL CONTINGENCY AND BUSINESS CONTINUITY**

- 46.1 The Partners are a Category 1 responder for the purposes of the Civil Contingencies Act 2004 (the 2004 Act'). The 2004 Act defines an emergency (an 'Emergency') as:
- 46.1.1 an event or situation which threatens serious damage to human welfare;
  - 46.1.2 an event or situation which threatens serious damage to the environment; or
  - 46.1.3 war, or terrorism, which threatens serious damage to security.
- 46.2 In the event of an Emergency, the Host Authority shall make every effort to continue the provision of the Services. However, if the nature of the Emergency prevents the

Host Authority from being able to continue the provision of the Service, in consultation with the other Partners, the provisions of clause 47 shall apply.

- 46.3 The Host Authority shall have business contingency plans to cover situations that might reasonably arise that may affect the delivery of the Services which shall be tested and reviewed periodically in accordance with good industry practice and at least annually.

#### **47 FORCE MAJEURE**

- 47.1 If a Partner is affected by a Force Majeure Event, it shall take all reasonable steps to mitigate the consequences of that event, resume performance of its obligations under the Agreement as soon as practicable and use its reasonable endeavours to remedy its failure to perform any of its obligations under the Agreement. Subject to the foregoing, the Partner claiming relief as a result of a Force Majeure Event shall be relieved from liability under the Agreement to the extent that it is unable to perform its obligations because of the Force Majeure Event.
- 47.2 If a Force Majeure Event continues for more than sixty (60) days and renders the performance of the Agreement not reasonably practicable, the Partners may agree to terminate the Agreement or the affected Partner may withdraw whereupon the provisions of clause 32 shall apply. Such termination shall without prejudice to the rights of the Partners in respect of any breach of this Agreement occurring prior to such termination.

#### **48 LONDON LIVING WAGE**

- 48.1 The Host Authority shall:

48.1.1 ensure that none of the Adopt London West staff engaged in the provision of the Services is paid an hourly wage (or equivalent of an hourly wage) less than the London Living Wage;

48.1.2 ensure that payment of the London Living Wage is specified in any contracts procured for the delivery of the Services and that, for such contracts, where the service provider agreed to pay it, that none of the service provider's employees and any subcontractor's employees engaged in the provision of the relevant services is paid less than the amount to which they are entitled in their respective contracts of employment;

48.1.3 provide to the other partners such information concerning the application of the London Living Wage as the other Partners may reasonably require from time to time; and

48.1.4 provide all reasonable assistance in monitoring the effect of the London Living Wage on the quality of the services provided under the Agreement.

#### **49. NEW PARTNERS**

- 48.1 Any London borough may join the ALW as a new party ("New Partner") subject to:

48.1.1 the written agreement of the ALW Partnership Board;

48.1.2 the prospective New Partner shall if required execute a deed of adherence to comply with the terms of the is Partnership Agreement;

48.1.4 the prospective New Partner being responsible for any redundancy costs it incurs or the Host Authority incurs as a result of that prospective New Partner joining the ALW;

48.1.5 the prospective New Partner paying to the ALW the aggregate of:

(a) the marginal costs identified by the Partners and Host Authority as being incurred by the ALW as a result of the New Partner joining; and

(b) any additional costs agreed by the ALW Partnership Board at the time.

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

THE COMMON SEAL OF THE MAYOR  
AND BURGESSES OF THE LONDON  
BOROUGH OF BRENT was hereunto  
affixed BY ORDER

Authorised Officer / Authorised Signatory

THE COMMON SEAL OF THE COUNCIL OF THE LONDON  
BOROUGH OF EALING was hereunto  
affixed BY ORDER

Authorised Officer / Authorised Signatory

THE COMMON SEAL OF THE MAYOR  
AND BURGESSES OF THE LONDON  
BOROUGH OF HOUNSLOW was hereunto  
affixed BY ORDER

Authorised Officer / Authorised Signatory

THE COMMON SEAL OF THE MAYOR  
AND BURGESSES OF THE LONDON  
BOROUGH OF HAMMERMSITH AND FULHAM  
was hereunto affixed BY ORDER

Authorised Officer / Authorised Signatory

DRAFT

## **Schedule 1**

### **Service Specification**

#### **Host Support**

The Host Authority shall provide the Host Support which is described in more detail in section 9.

#### **The Services**

##### **1. Background:**

1.1 In May 2015 the government announced changes to the delivery of adoption services by proposing that all adoption services would need to be delivered on a regional basis by 2020. The premise for this was to:

- Increase the number of children adopted
- Reduce the length of time children wait to be adopted
- Improve adoption support services to families who have adopted
- Improve special guardianship support services to families awarded a special guardianship order (SGO)
- Reduce the number of adoption agencies thereby improving efficiency effectiveness

1.2 The DfE made it clear that they wished to see voluntary adoption agencies as integral partners in the regional agencies.

1.3 A detailed Service Specification is incorporated at Annex 1 of this Schedule 1, for brevity an overview of the Integrated Service Vision, general aims and objectives are detailed below.

This Schedule sets out the vision, objectives and details of roles and responsibilities to be fulfilled under this Agreement by the Adopt London West and Partners.

##### **2. An Integrated Adoption Service – the Vision**

2.1 The Partners wish to build on the success of their existing services to improve performance in meeting the needs of those children who require permanence through adoption by bringing together the best practice from each Partner into a shared service, called Adopt London West. Entering into the Adopt London West Regional Adoption Agency will allow the Partners to provide a more cohesive, efficient and effective use of resources and development of practice.

2.2 The Partners agree that collaboration should be underpinned by two guiding principles:

- a. that looked after children and prospective adopters are advantaged by doing so and
- b. that a regional adoption service is demonstrably more efficient and flexible in delivering adoption and Special Guardianship support services.

The Partners share the ambition to improve performance particularly

- a. in reducing the time that children have to wait for adoptive placements
- b. in improving the experience for prospective adopters from initial inquiry, through the assessment process, approval and placement matching and the delivery of adoption support services.
- c. in improving the experience for birth families, the role they play and the support they get.

The Partners agree that the joint aim is to improve the adoption system for children and adopters, and that this will involve systemic and cultural changes within the Partners, as well as the development of the Adopt London West.

### **3. The Key Objectives shared jointly by the Partners are**

- 3.1 To provide children with the right adopters at the right time, approving those equipped to meet the needs of children waiting.
- 3.2 To reduce delay and improve timescales for matching and placement for all children – working with care planning processes in each Partner to improve early identification / twin track planning and to achieve best practice and consistency across the region.
- 3.3 To improve Early Permanency Placements(EPP) using:
  - i. Concurrent planning and
  - ii. Fostering for adoption.
- 3.4 To take innovative approaches to placing ‘hard to place’ children. e.g.:
  - i. linking children with adopters from enquiry stage onwards where appropriate through a child specific approach and
  - ii. thoroughly preparing child and family for placement.
- 3.5 To minimise changes of plan away from adoption:
- 3.6 To reduce the likelihood of placement breakdown through timely and improved matching, preparation and adoption support through:
  - i. working seamlessly with children’s social work services in each Partner
  - ii. providing a range of adoption support and intermediary services in conjunction with statutory and voluntary sector providers

- iii establishing effective working links with key partnership agencies (e.g. education and health and local authority providers) – enhancing services for birth parents)
- 3.7 To form strong and productive partnerships with:
- i Adopters
  - ii Adoptees
  - iii Birth parents
  - iv Special Guardians
  - v Recipients of special guardianship orders
  - vi Voluntary sector providers
  - vii Community sector and other groups
- 3.8 To ensure that customer feedback and the views of Service Users are obtained and considered in the development of the service
4. The Partners will ensure that all I activity undertaken by them will comply with requirements set by legislation, regulation, national minimum standards and local procedures. Adopt London West will operate under an agreed performance management framework, will be subject to inspection and auditing bodies, and will work closely with the Regional and National Adoption Leadership Board.



## **ANNEX 1 to SCHEDULE 1**

### **OUTLINE SPECIFICATION OF SERVICES AND RESPONSIBILITIES**

The provision of adoption services is acknowledged to be the function of a complex system involving a number of agencies. Each part of the system has to play its own role and to work collaboratively with the others in order to deliver positive outcomes for children. The following table sets out the respective responsibilities of each Partner under this Agreement.

The Adoption and Children Act (2002) places a statutory requirement on each Partner and, where it is performing the functions set out in schedule 2, the Host Authority to:

- a) Recruit, assess and support potential prospective adopters.
- b) Work in partnership with the child's social worker in seeking a permanent placement for the child through adoption.
- c) Assess, support and plan for children who are relinquished by their birth parents. Assess, support and plan for children who have a parallel plan for adoption. Assess and support parent/partner and family relatives who wish to adopt a child. Assess and support those adults who are seeking to adopt from another country (inter-country adoptions).
- d) Provide counselling advice and information to adopted adults post 18.
- e) Provide independent support to birth parents involved in proceedings.
- f) Management and support of adoption panels which approve prospective adopters and make recommendations on the approval for adoption of children relinquished and the matching of individual children to adopters, reviewing approvals and ensuring quality of practice.
- g) Provide professional advice on best practice and regulations to agency decision makers.
- h) Provide a quality assurance role across the ALW
- i) Provide Special Guardianship Support

### **2, SERVICE COLLABORATION AND RATIONALE**

Ealing will act as Host Authority for Adopt London West, and will bring together the adoption services of the following authorities for the purposes of performing the functions set out in schedule 2 :

- 2.1 Brent London Borough Council
- 2.2 Ealing London Borough Council
- 2.3 Hammersmith & Fulham London Borough Council
- 2.4 Hounslow London Borough Council

### **3 ELIGIBILITY CRITERIA**

- 3.1 The Host Authority will be responsible for providing a service for:
- Adults who wish to adopt
  - All adoptive families living in the region eligible for adoption support
  - All Special Guardians living in the region eligible for Special Guardianship support
  - Adopted adults
  - Letter box service
  - Birth parents and former guardians eligible for adoption support.
  - Access to adoption to records
  - Independent support to birth parents who risk losing their child to adoption.
- 3.2 Some of the Services will be externally commissioned

#### **4. SERVICE DELIVERY**

The Host Authority will operate on a full time basis providing the **Services** flexibly, as required.

- 4.1 The **Host Authority** will at all times, maintain the necessary resources to fulfil all of its statutory duties as an adoption agency, as well as any specific requirements, targets and outcomes of this Specification.
- 4.2 The Host Authority will at all times maintain an appropriately qualified and skilled workforce that is sufficient to fulfil all of its statutory duties as an adoption agency, as well as any specific requirements, targets and outcomes of this specification.
- 4.3 The Host Authority will have in place a detailed contingency plan to deal with workforce absence caused by planned leave, sickness and vacancies that is cost effective and causes minimum disruption to service delivery.
- 4.4 The Host Authority will at all times comply with safe employment practice including statutory background checks, confirmation of identity, confirmation of entitlement to work in the UK, disclosure and barring checks, employment and personal references. HCPC registration etc.
- 4.5 Adopt London West will at all times put the needs of users at the heart of service delivery and maintain a system that ensures their involvement in service design and delivery, as well as decision making.

- 4.6 Adopt London West will at all times maintain a system for the management of complaints and representations that complies with minimum standards for timeliness, transparency and information sharing
- 4.7 Adopt London West will at all times maintain a system for data protection and handling that complies with the UK GDPR and Data Protection Acts, as amended from time to time.

## **5. PERFORMANCE MEASURES**

- 5.1 Adopt London West will develop a performance management framework and will comply with the key performance indicators set and report upon performance in relation to these to the Adopt London West Partnership Board, the Adoption Leadership Board and any other statutory body as required.
- 5.2 The performance management framework will include quantitative indicators which will allow performance on the above outcomes to be measured
- 5.3 The performance management framework will also include qualitative feedback from adopters, birth parents, children and key professionals who have contact with the agency.
- 5.4 Additionally, regional good practice standards will be developed to clarify service expectations, measure outcomes and ensure that Services are value for money.

## **6. OUTCOMES**

- 6.1 Outcomes in adoption have traditionally focussed on placement disruption and breakdown. The data collected is usually quantitative rather than qualitative. To ensure a culture of continuous practice improvement the ALW will adopt an Outcomes Based Accountability (OBA) framework focussing on a clear and simple process for review and planning: What are the key outcomes for children and families? What are the key indicators of how well we are achieving outcomes? What are the issues lying behind the trend? Who are the key partners? What works? OBA also keeps a relentless focus on outcomes by posing three questions: How much did we do? How well did we do it? Is anyone better off?

## **7. CONTRACT MONITORING**

- 7.1 Adopt London West will provide quarterly data submissions and associated report to the Adopt London West Partnership Board
- 7.1 Additionally, in accordance with the terms of reference of the Adopt London West Partnership Board, Adopt London West will be responsible for conducting an annual review of the quality of the Services it provides. Mechanisms to monitor the quality and outcomes of the Services will include:
- Effective line management, supervision & appraisal, support and training of staff employed by the service – vacancy rate/turnover, agency;
  - A set of policies, procedures and practice standards;
  - A range of methods to obtain feedback on the functioning of the ALW from Service Users, local authorities and other stakeholders;
  - Systems to audit the practice and the performance of the Services against performance indicators and compliance with legislation and standards; and
  - A system to monitor and manage complaints regarding the provision of the Services

## 8. OFSTED INSPECTIONS

8.1 The ALW will comply with whatever inspection regime is in place from the start of the operational period.

## 9. Detailed division of roles and responsibilities in the new agency

9.1 Recognising the successful delivery of the Services will be dependent on a high level of joint working between Delegating Authorities and the Host Authority, the following table breaks down the respective roles and responsibilities identifying where the agencies will have to collaborate in the best interests of children.

### THE CHILD

SERVICE AREA	RESPONSIBILITIES OF THE DELEGATING AUTHORITY	RESPONSIBILITIES OF THE HOST AUTHORITY	NOTES

SERVICE AREA	RESPONSIBILITIES OF THE DELEGATING AUTHORITY	RESPONSIBILITIES OF THE HOST AUTHORITY	NOTES
<p><b>Case Responsibility</b></p>	<p>The Delegating Authority will retain case management responsibility for the child until the making of the Adoption Order.</p> <p>The Delegating Authority will be responsible for all statutory functions including but not limited to:</p> <ul style="list-style-type: none"> <li>• Statutory Visits</li> <li>• Management and supervision of contact between child and family members.</li> <li>• Supervision, administration and finance of foster placements and communication with foster carers (including Early Permanence placements).</li> </ul>	<p>The Host Authority will provide specialist advice and support to assist the Delegating Authority to fully understand the adoption process, influencing and promoting best practice.</p>	<p>The Host Authority may organise a rolling programme of 'Bite Size' workshops for its and Delegating Authority staff . These workshops will be short and cover topics such as permanency planning for adoption, Early Permanence, writing Child Permanence Reports, Later Life Letters and Life Story Work.</p>
<p><b>Early Identification of Children Requiring Adoption</b></p>	<p>The Delegating Authority is responsible for identifying (at Legal Planning or Permanence Planning Panels), the children who may require adoption.</p> <p>The Delegating Authority will make the children and their needs known to the Host Authority and provide relevant and timely information about them.</p>	<p>The Host Authority aims to develop working practices with each Delegating Authority to ensure close involvement in care planning to assist with early identification of children for whom adoption may become the plan.</p> <p>Representatives of the Host Authority will attend relevant meetings in each Delegating Authority such as care planning meetings to better understand the needs of the children who may require adoption and, where appropriate, to begin to identify suitable adopters at an early stage.</p> <p>The Host Authority will utilise the VAA alliance to assist where</p>	

SERVICE AREA	RESPONSIBILITIES OF THE DELEGATING AUTHORITY	RESPONSIBILITIES OF THE HOST AUTHORITY	NOTES
		children might be hard to place within its own resources.	
<b>Early Placement</b>	<p>The Delegating Authority will work with the Host Authority to ensure early identification of children for whom Early Permanence may be appropriate.</p> <p>The Delegating Authority will inform the Host Authority of any unborn babies where Care Proceedings might be initiated and in cases where older siblings have been placed for adoption.</p> <p>The Delegating Authority will refer to the Host Authority parents who are considering relinquishing their child for adoption. This will be done at the earliest possible time. This is so that the Host Authority can offer specialist counselling and advice about adoption to enable the parents to carefully consider their decision.</p> <p>The Delegating Authority will work in partnership with the Host Authority to agree a plan for early permanence when appropriate.</p>	<p>Where appropriate, and in agreement with the Delegating Authority, the Host Authority will make available an Early Permanence Placement (EPP) e.g. Concurrent Planning/ Fostering for Adoption Service for children who may benefit from the possibility of early placement with potential adopters. (Placements will depend on the availability of appropriate carers)</p> <p>The Host Authority will assess and approve families of older adopted siblings as appropriate.</p>	<p>The fostering element of any EPP placement will remain with the Delegating Authority as a fostering agency for the carers.</p> <p>The Delegating Authority shall have the responsibility for supporting prospective adopters as foster carers unless and until specific agreements are agreed with a third party contractor for the provision of support services..</p> <p>The Host Authority social worker for the Early Permanence Carers in agreement with the Delegating Authority may take on the role of the Supervising Social Worker during the fostering phase of the placement.</p> <p>It will be the aim of the Host Authority to have identified a family for a child prior to the conclusion of care proceedings.</p>
<b>Twin Tracking of Children</b>	The Delegating Authority will track the progress of children in care proceedings or	The Host Authority will also actively track all children for whom initial information	<p><b>SGO Note</b></p> <p>Where the plan is SGO a system will need to be</p>

SERVICE AREA	RESPONSIBILITIES OF THE DELEGATING AUTHORITY	RESPONSIBILITIES OF THE HOST AUTHORITY	NOTES
<b>Requiring Adoption</b>	<p>accommodated under section 20 (Children Act 1989) to maintain an up-to-date knowledge of their potential need for an adoption placement. This information will be shared with the Host Authority and will assist regional tracking via the adoption register.</p>	<p>indicates that adoption may be a likely plan</p> <p>Where cases are in Care Proceedings and a Family Finding Statement is required the allocated Host Authority family finding social worker will be responsible for providing this.</p>	<p>developed for tracking these cases. The Host Authority will need to step in at the point of support planning so that there is input into the support plans that will come into the Host Authority post order.</p>
<b>Pre-Placement Reports</b>	<p>The Delegating Authority will be responsible for the completion and cost of all reports prior to an adoption placement being made including:</p> <ul style="list-style-type: none"> <li>• Child Placement Reports</li> <li>• Clinical Psychology reports for harder to place children.</li> </ul> <p>The Delegating Authority will be responsible for assessing the child's needs in respect of a future placement and in ensuring that any required financial support for a future adoptive placement is available.</p> <p>The Delegating Authority will seek agreement at court for the release of additional information to prospective adopters for example the Guardianship's report or other expert reports. This is to enable prospective adopters to have access to</p>	<p>The Host Authority will advise on and support the completion of the Child Placement Report ("CPR") and early profile of the child. The Host Authority will provide support and challenge to help ensure that the CPR's are of a consistent high quality across the partnership.</p> <p>The Host Authority will be responsible for the early and any subsequent profile of the child (even before the CPR is compiled) and in identifying early matching considerations.</p> <p>The Host Authority will provide additional information and advice on the placement needs of the child and the likely need for post adoption support services, including financial support</p> <p>It will be necessary for the Host Authority and Delegating Authority to work closely and collaboratively to ensure that the needs of the child can be met and that planned support is sustainable.</p> <p>If commissioned and paid for by the Delegating Authority the</p>	<p>The Host Authority may offer 'bite size' training sessions for children's social workers on writing Child's Permanence Reports and other areas of adoption work.</p>

SERVICE AREA	RESPONSIBILITIES OF THE DELEGATING AUTHORITY	RESPONSIBILITIES OF THE HOST AUTHORITY	NOTES
	<p>detailed information about the child's needs.</p>	<p>Host Authority may also provide support to undertake more specialist assessments e.g. sibling assessments.</p> <p>The Delegating Authority and the Host Authority will work in partnership to ensure that the needs of larger sibling groups are carefully considered and that family finding work is progressed accordingly.</p>	
<p><b>Medical Information</b></p>	<p>The Delegating Authority will be responsible for obtaining all required medical information in respect of children who are being considered for adoption.</p> <p>The Delegating Authority Medical Advisor will meet with prospective adopters to ensure they are fully aware of the child's future medical needs as appropriate.</p> <p>The Delegating Authority will procure the Medical Advisor to provide a written medical report for prospective adopters.</p>	<p>The Host Authority family finding Social Worker and business support will coordinate meetings with Medical Advisors.</p>	<p><b>Medical Advisor Role</b></p> <p>This medical advisor service is provided by the local Health Area and so further discussion will be needed. Would it be possible to agree that one or two nominated Medical Advisors across the Host Authority offer this service to prospective adopters? This could be explored.</p>
<p><b>Decision that Adoption should be the Child's Plan</b></p>	<p>The Agency Decision Maker in each Delegating Authority will be responsible for the 'Should be placed for adoption' decision.</p> <p>The Delegating Authority will prepare the paperwork (CPR) to enable a Plan for Adoption to be considered</p>	<p>The Host Authority will support the decision-making process as requested, particularly in the provision of professional advice to the Delegating Authority's ADM and administrative support.</p> <p>The Host Authority will provide an adoption panel for</p>	<p>Should be placed for adoption' decisions are often required at short notice and the Host Authority will ensure that there is capacity to advise across all Delegating Authorities.</p>



SERVICE AREA	RESPONSIBILITIES OF THE DELEGATING AUTHORITY	RESPONSIBILITIES OF THE HOST AUTHORITY	NOTES
	<p>by the Delegating Authority Agency Decision Maker.</p> <p>The Delegating Authority will undertake a regular review of this decision and associated plans and keep the family finder in the Host Authority informed of any changes. The Plan for Adoption Decision will be reviewed by the Independent Reviewing Officer in the first instance in line with statutory review dates.</p>	<p>relinquished children's plans to be heard.</p>	
<p><b>Family Finding Process</b></p>	<p>The Delegating Authority will attend permanency planning meetings as required.</p> <p>The Delegating Authority will visit potential families with the family finding social worker.</p>	<p>The Host Authority will lead the tracking/family finding process in consultation with the Delegating Authority.</p> <p>The Host Authority will be responsible to co-ordinating permanency planning meetings.</p> <p>The Host Authority will offer support and advice to the Child Social Worker about the adoption process.</p> <p>The Host Authority will develop profiles and co-ordinate other family finding activities.</p> <p>The Host Authority will co-ordinate sibling assessments if commissioned by the Delegating Authority.</p> <p>Shortlist and visit potential families</p> <p>Co-ordinating selection and support planning meetings.</p>	<p>Workshops could be offered to support Delegating Authority workers to understand the adoption process.</p>

SERVICE AREA	RESPONSIBILITIES OF THE DELEGATING AUTHORITY	RESPONSIBILITIES OF THE HOST AUTHORITY	NOTES
<p><b>Communication during the Family Finding Process</b></p>	<p>The Delegating Authority will keep the Child Permanence Report updated on a 6-monthly basis and inform the family finder of any changes in the child's development or circumstances (e.g. change of placement).</p> <p>The Delegating Authority will be responsible for updating the CPR at more frequent intervals for harder to place children.</p>	<p>A family finder will be allocated to the child on referral to the Host Authority where a Plan for Adoption might be the outcome.</p> <p>The family finder will undertake early profiling work and will continue to be informed of plans/decisions to the point the decision has been made that the plan should be adoption (or not).</p> <p>The Host Authority will keep the Delegating Authority regularly updated about progress on family finding.</p>	<p><b>SGO Note</b></p> <p>Where the plan is SGO a system will be developed for tracking these cases. The Host Authority will need to step in at the point of support planning so that there is input into the support plans that will come into the Host Authority post order.</p>
<p><b>'Hard to Place' Childr</b></p>	<p>The Delegating Authority is responsible for identifying and informing the Host Authority at the earliest opportunity where a child is:</p> <p>Aged four or over</p> <p>From a BME heritage</p> <p>Part of a sibling group of two or more</p> <p>Has uncertainty about their emotional development</p> <p>Has a disability or medical condition</p> <p>Younger children with complex background histories.</p> <p>The Delegating Authority will gather the relevant information, assess and</p>	<p>The Host Authority in conjunction with the Voluntary Adoption Agency Alliance when necessary and permitted, will provide or commission services for harder to place children which may involve some or all the following:</p> <ul style="list-style-type: none"> <li>• Increased publicity – DVD, Photos etc.</li> <li>• Profile the child at specific events</li> <li>• Press and digital media advertising</li> <li>• Attempt to recruit carers specifically for the child</li> <li>• Provide additional training and preparation for potential carers</li> <li>• Advise on or assist with additional preparation work with the child.</li> </ul>	<p><b>Hard to place children</b></p> <p>Setting up of Adopt London West may be an opportunity to be more ambitious to family find for 'harder to place' children.</p> <p>Work will be needed to review the profile of children waiting in the Host Authority as many of the children may be 'hard to place'.</p>

SERVICE AREA	RESPONSIBILITIES OF THE DELEGATING AUTHORITY	RESPONSIBILITIES OF THE HOST AUTHORITY	NOTES
	forward to the Host Authority as soon as possible.		
<b>Preparation of the Child</b>	<p>The Delegating Authority will be responsible for preparing the child for an adoptive placement. Workers from the Host Authority will offer support with this work.</p> <p>The Delegating Authority and the Host Authority will be jointly responsible for the preparation of the child's Life story Book.</p> <p>This often needs to start early in the child's looked after career and will contain information to which the Delegating Authority has immediate access.</p>	<p>The Host Authority will work alongside the Delegating Authority in the preparation of the child, in respect of the future placement.</p> <p>The Host Authority will develop or commission specific expertise in the preparation of children who are hard to place and who are being prepared using the a more 'bespoke' family finding model (see above)</p>	<p><b>Bite size training</b></p> <p>The Host Authority could offer 'bite size' workshops on life story work and preparation of children for an adoptive placement.</p>
<b>Later life letter</b>	The Delegating Authority and the Host Authority will be responsible for producing the Later life letter	The Host Authority will provide advice and written guidance on writing Later Life Letters.	<p><b>Bite size training</b></p> <p>The Host Authority may offer 'bite size' workshops on writing later life letters to support Delegating Authority workers.</p>
<b>Linking and Matching</b>	<p>The Delegating Authority, by agreement, will meet the costs of introductions between children and carers.</p> <p>The Delegating Authority will continue to hold the budget for settling in grants.</p> <p>The Delegating Authority is responsible for making</p>	<p>The Host Authority will take lead responsibility for all aspects of the linking and matching process but will always involve the Delegating Authority in the decision-making process.</p> <p>The Host Authority will chair linking/ matching meetings as part of the process.</p> <p>The Host Authority will coordinate the transition plan.</p>	<p><b>Settling in grants</b></p> <p>The Host Authority will review the variable approaches to settling grants and work with Delegating Authorities to agree a standardised approach.</p> <p><b>SGO Notes</b></p> <p>The Host Authority will offer advice on support plans for</p>

SERVICE AREA	RESPONSIBILITIES OF THE DELEGATING AUTHORITY	RESPONSIBILITIES OF THE HOST AUTHORITY	NOTES
	<p>available to prospective adopters (subject to court agreement) additional reports and information.</p> <p>The Delegating Authority will ensure that the Host Authority is fully updated regarding the child's needs or any developments in the foster placement.</p>	<p>The Host Authority will offer advice on contact plans for adoptive placements.</p>	<p>SG arrangements. This is to ensure that the Host Authority is aware of the proposed arrangements that will move to them for post order support and that the Host Authority has had input to them to ensure that support packages are sustainable.</p>
<b>Matching reports</b>	<p>The Delegating Authority is responsible for updating of the CPR and Delegation of Parental Responsibility report.</p> <p>The Delegating Authority is responsible for making available to prospective adopters (subject to court agreement) additional reports and information.</p>	<p>The Host Authority will be responsible for completing the Adoption Placement Report.</p>	
<b>Life appreciation days</b>		<p>The Host Authority will chair and organise life appreciation days.</p> <p>The Host Authority will compile a written record of the day for the prospective adoptive family.</p>	
<b>Matching Decisions</b>	<p>The Agency Decision Maker in each Delegating Authority will be responsible for the matching decision.</p>	<p>The Host Authority will offer advice with regards to proposed matches and the paperwork.</p> <p>The Host Authority will support the process with information as required, including Panel Minutes and administrative support including in relation to letters regarding the decision.</p>	

SERVICE AREA	RESPONSIBILITIES OF THE DELEGATING AUTHORITY	RESPONSIBILITIES OF THE HOST AUTHORITY	NOTES
<b>Adoption Allowances</b>	<p>A standardised Adoption allowance may be paid by each Delegating Authority.</p> <p>Exceptional allowances may be agreed by the Delegating Authority-e.g. vehicles for larger sibling groups.</p>	<p>The Host Authority will liaise with each Delegating Authority to ensure clear information about adoption allowances is conveyed to the adopter and included in the support plan.</p> <p>The Host Authority will also be responsible for any post adoption assessments for additional/changes in adoption allowances and put together a package for the Delegating Authority to approve.</p>	<p>It is envisaged that streamlining of adoption allowances and financial support, including financial assessments &amp; processes. Work on this will take place within the first year of operation so there is more standardised support.</p> <p><b>SGO note</b></p> <p>Work will be needed to review current practice across the Delegating Authority with regards to financial support plans.</p>
<b>Recruitment of Adopters</b>	<p>The Delegating Authority will signpost any enquiries from potential adopters to the Host Authority.</p> <p>The Delegating Authority will ensure that information relevant to potential adopters is included in its own marketing materials (i.e. Fostering) and on its website, clearly signposting potential adopters to the website of the Host Authority.</p>	<p>The Host Authority will be responsible for recruiting adopters appropriate to the needs of children waiting in each Delegating Authority and in line with their developed recruitment and marketing plan.</p> <p>Marketing information will reflect the fact that the Host Authority is delivering the Services on behalf of partnering Delegating Authorities.</p>	<p>It will be important to be ambitious for the children that we are family finding for and to build on the fact that all the west London agencies are 'Good' or 'Outstanding'.</p>
<b>Enquiries</b>		<p>The Host Authority will provide a centralised enquiry process for ALW to meet all statutory requirements.</p> <p>The Host Authority will provide written information to potential adopters and will hold information events.</p>	

SERVICE AREA	RESPONSIBILITIES OF THE DELEGATING AUTHORITY	RESPONSIBILITIES OF THE HOST AUTHORITY	NOTES
		<p>The Host Authority will undertake Initial Home Visits.</p> <p>The Host Authority may at times signpost potential adopters to other agencies if they are unlikely to be able to meet the needs of the children needing placement.</p>	
<b>Stage One</b>	<p>The Delegating Authorities will provide all information required for statutory checks of potential adopters resident in the Delegating Authority borough. This information will be provided within 5 working days of the request.</p>	<p>The Host Authority will undertake all Stage one functions including preparation group training.</p>	
<b>Stage Two</b>		<p>The Host Authority will undertake all Stage Two functions including preparation group training.</p>	
<b>Prospective Adopter Reports</b>		<p>The Host Authority will complete the Prospective Adopters Report (PAR)</p>	
<b>Approvals</b>		<p>The Host Authority will manage the Adoption Panel.</p> <p>The Host Authority Agency Decision Maker will be responsible for all approvals of prospective adopters.</p>	
<b>Post Approval Support and Training</b>		<p>The Host Authority will provide post approval support and training to approved adopters.</p> <p>The Host Authority will be responsible for holding annual reviews of prospective adopters</p>	

SERVICE AREA	RESPONSIBILITIES OF THE DELEGATING AUTHORITY	RESPONSIBILITIES OF THE HOST AUTHORITY	NOTES
		who do not have children placed with them.	
<b><u>POST ADOPTION SUPPORT SERVICES</u></b>			
<b>Adoption Support Assessments/ Plans &amp; Services</b>	The Delegating Authority will consider funding requests for adoption support services which are not included in the Services e.g. Therapeutic support	<p>The Host Authority will undertake assessments of adoption support needs or commission these if required.</p> <p>The Host Authority's core offer will provide general adoption support services: newsletter, social events for children and young people; social/training events for adoptive parents; advice and signposting for adoptive families; independent support and advice to birth relatives; post box services etc.</p> <p>The Host Authority will undertake applications to the Adoption Support Fund for children and commission services agreed by Adoption Support Fund.</p>	Through a SLA with a voluntary adoption support provider independent support services will be offered to adoptive families and special guardianships. This is likely to be done across the London Region.
	<p>The Delegating Authority will signpost requests from adoptive families for adoption order support to the Host Authority.</p> <p>Alongside needs directly related to adoption, a family may have needs best met by services within the Delegating Authority e.g. CIN services. The Delegating Authority will be responsible for providing these services</p> <p>Where a safeguarding referral is made to the Delegating Authority the</p>		

SERVICE AREA	RESPONSIBILITIES OF THE DELEGATING AUTHORITY	RESPONSIBILITIES OF THE HOST AUTHORITY	NOTES
	<p>Delegating Authority will conduct any appropriate section 47 enquiry and will allocate an Delegating Authority social worker where thresholds are met.</p> <p>The Delegating Authority will notify the Host Authority of any referral involving an adopted child and will seek discussion in relation to support for the family.</p> <p>If adopted child/young person accommodated, Delegating Authority will be responsible for social work support to child/family.</p>		
<b>Out-of-Hours Services</b>	All adopters will have access to the Delegating Authority's Emergency Duty Team out of core hours.	The Host Authority may negotiate out of hours support for specific families where necessary, subject to agreed additional Delegating Authority funding.	
<b>Indirect/Letterbox Contact</b>	The Delegating Authority will provide info or agree access to files as necessary	The Host Authority will oversee post/Letterbox contact between adopted children and birth families.	
<b>Supervised &amp; Sibling Direct Contact</b>	Responsibility for Direct Contact requirements are likely to remain with the Delegating Authority.	The Host Authority could support these arrangements dependent upon the individual plans.	
<b>Adoption Allowances</b>	<p>Adoption allowances may be paid for by each Delegating Authority after undertaking the appropriate assessment.</p> <p>The annual review of adoption allowances is likely to remain the</p>	Host Authority to streamline processes and financial assessment.	



SERVICE AREA	RESPONSIBILITIES OF THE DELEGATING AUTHORITY	RESPONSIBILITIES OF THE HOST AUTHORITY	NOTES
	responsibility of the Delegating Authority.		
<b>Adoption Support Fund</b>		The Host Authority will be responsible for undertaking all funding applications to the Adoption Support Fund.	
<b>Access to Children's Care Files</b>	Delegating Authority to facilitate	Access to be agreed by the Host Authority	
<b>Birth Records Counselling</b>	Delegating Authority to provide file info and access	Host Authority to ensure provision	
<b>Independent Support to Birth Parent</b>		Host Authority to commission/provide independent support to birth parents and families.	
<b>Access to Adopter's Records</b>	Delegating Authority for historic cases	Host Authority for cases which it has managed	
<b>Intermediary Service to Relatives of Adopted Person Seeking Information and Contact with the Adopted Person</b>		Host Authority to commission-service users will have to meet any cost beyond advice and information.	
<b><u>SERVICE USER ENGAGEMENT</u></b>			
<b>Adopters</b>		The Host Authority will engage regularly with adopters, individually and in groups, with the aim of improving the services available.	

<b>SERVICE AREA</b>	<b>RESPONSIBILITIES OF THE DELEGATING AUTHORITY</b>	<b>RESPONSIBILITIES OF THE HOST AUTHORITY</b>	<b>NOTES</b>
<b>Adoptees</b>		The Host Authority will engage regularly with adoptees, individually and in groups, with the aim of improving the services available.	
<b>Birth Parents</b>		THE Host Authority will engage regularly with birth parents individually and in groups with the aim of improving the services available.	
<b><u>PERFORMANCE MANAGEMENT &amp; INSPECTION</u></b>			
<b>Data provision</b>	Each Delegating Authority will need to provide key data to the Host Authority on performance.	Host Authority to collate data on adopters and adoption support.	
<b>Data analysis</b>		The Host Authority will produce a quarterly report to each Delegating Authority on performance and key performance indicators agreed by the Board.  It is proposed that the RAA will produce monthly reports in relation to tracking and 3 monthly on performance trends.	A reporting schedule will need to be agreed with the Board to avoid the Host Authority being required to produce many different reports in different formats.
<b>OFSTED</b>			The future role of OFSTED in adoption is currently under review and future requirements are currently unclear.
<b><u>MISCELLANEOUS SERVICES</u></b>			
<b>Step Parents / Relatives who wish to Adopt (Non-Agency Adoptions)</b>	The Delegating Authority will signpost to the Host Authority.	Likely to be provided or commissioned for the Host Authority by the ALW	

SERVICE AREA	RESPONSIBILITIES OF THE DELEGATING AUTHORITY	RESPONSIBILITIES OF THE HOST AUTHORITY	NOTES
<b>Statement of Purpose</b>		<p>The Host Authority will produce a Statement of Purpose in relation to the provision of the Services.</p> <p>The Host Authority will take responsibility for updating this for the functions that have been delegated to the Host Authority.</p> <p>The Host Authority will take responsibility for completing each Delegating Authority statement of purpose regarding the functions left with the Delegating Authority, in consultation with the Delegating Authority.</p> <p>The RAA will take responsibility for completing each LA statement of purpose regarding the functions left with the LA, in consultation with the LA.</p>	<p>This suggests each LA will still need a Statement of Purpose, need to clarify with legal</p>
<b>Registered Manager</b>		<p>The Host Authority will identify a registered manager for Delegating Authorities, in accordance with Regulations.</p>	
<b>Children's Guide for Adoption</b>	<p>Each Delegating Authority has a responsibility for this</p>	<p>The Host Authority could provide advice and guidance on this.</p>	
<b>Children's Guide for Adoption Support</b>		<p>The Host Authority will update the Children's guide for adoption support</p>	

SERVICE AREA	RESPONSIBILITIES OF THE DELEGATING AUTHORITY	RESPONSIBILITIES OF THE HOST AUTHORITY	NOTES
<b>Inter-country Adoptions</b>		Host Authority to commission advice, information and in some cases, support on inter-country adoption from a specialist agency. Service users will have to meet cost of assessment and approval process in the commissioned agency	
<b>Adoption Panels</b>		The Host Authority will provide adoption panels across the Adopt London West region and will appoint Independent panel chairs and retain a central list and will provide training and support for panel members.	The adoption panel will provide a quality assurance report for the partnership on a 6-monthly basis.
<b>Training for Social Workers</b>		Agency Advisors within the Host Authority will provide training, advice and mentoring in respect of Adoption to children's social workers, in respect of the production of the adoption process, sibling assessments and the production of high quality Child permanence reports	
<b>Birth Parents Support to Prevent Recurring Proceedings</b>	TBC	TBC	
<b>SGO support</b>	The Delegating Authority will signpost requests from special	The Host Authority will undertake assessments of special guardianship support	Through agreement with a voluntary adoption support provider and

SERVICE AREA	RESPONSIBILITIES OF THE DELEGATING AUTHORITY	RESPONSIBILITIES OF THE HOST AUTHORITY	NOTES
	<p>guardianship families for post order support to the Host Authority. Alongside needs directly related to special guardianship, a family may have needs best met by services within the Delegating Authority e.g. CIN services. The Delegating Authority will be responsible for providing these services</p> <p>Where a safeguarding referral is made to the Delegating Authority the Delegating Authority will conduct any appropriate section 47 enquiry and will allocate an Delegating Authority social worker where thresholds are met.</p> <p>The Delegating Authority will notify the Host Authority of any referral involving a special guardianship child and will seek discussion in relation to support for the family.</p> <p>If a special guardianship child/young person accommodated, Delegating Authority will be responsible for social work support to child/family.</p>	<p>needs or commission these if required.</p> <p>The Host Authority's aim would be to provide general special guardianship services: newsletter, social events for children and young people; social/training events for special guardianships; advice and signposting for special guardianships;</p> <p>The Host Authority will undertake applications to the Adoption Support Fund for children and commission services agreed by ASF.</p>	<p>independent support services may be offered to adoptive families and special guardianships.</p>

## HOST SUPPORT

	<b>RESPONSIBILITIES OF THE LOCAL AUTHORITY</b>	<b>RESPONSIBILITIES OF THE HOST AUTHORITY</b>	<b>NOTES</b>
<b>HUMAN RESOURCES AND LEARNING AND DEVELOPMENT</b>			
<b>HR advice and support</b>		Ealing HR to provide support re: sickness management, tribunal, and any other HR issues relating to ALW staff	
<b>Recruitment of ALW staff</b>		Ealing HR to support ALW management	
<b>Learning &amp; Development</b>		Head of Service ALW to work closely with Ealing Head of Training and Development to identify and plan ALW staff development and training offer.	
<b>FINANCE</b>			
<b>Allowances</b>	Budget and payment of adoption allowances is the responsibility of the Delegating Authority.		
<b>Budget reports</b>		Ealing to provide regular financial reporting for the ALW	
<b>Transfer of funds</b>	Delegating Authority to transfer funds as set out in Schedule 5 of this Agreement		
<b>LEGAL</b>			

	<b>RESPONSIBILITIES OF THE LOCAL AUTHORITY</b>	<b>RESPONSIBILITIES OF THE HOST AUTHORITY</b>	<b>NOTES</b>
<b>HUMAN RESOURCES AND LEARNING AND DEVELOPMENT</b>			
<b>Legal advice relating to child</b>	All responsibilities relating to the child are retained by the Delegating Authority		
<b>Legal advice relating to birth parents</b>	All responsibilities relating to the child are retained by the Delegating Authority		
<b>Legal advice to adoption panel</b>	To be provided by Delegating Authority if relate to child	To be provided by Ealing if relate to adoptive family	
<b>Legal advice relating to contracts</b>		To be provided by Ealing if relate to contracts held by Ealing	
<b>Legal advice relating to adopters</b>		To be provided by Ealing.	
<b>Legal statements to court</b>	Legal support relating to the child is retained by the Delegating Authority	Statements to court on family finding (i.e. if there are likely to be suitable families) will be provided by the Host Authority	
<b>IT</b>			
<b>Hardware</b>		Ealing to provide laptops, phones, printer	
<b>Software</b>		Ealing to provide and service necessary software	
<b>IT support</b>		Ealing to provide IT support and development	
<b>FACILITIES</b>			

	<b>RESPONSIBILITIES OF THE LOCAL AUTHORITY</b>	<b>RESPONSIBILITIES OF THE HOST AUTHORITY</b>	<b>NOTES</b>
<b>HUMAN RESOURCES AND LEARNING AND DEVELOPMENT</b>			
<b>Buildings</b>	All Delegating Authorities to provide 2-3 hotdesks for ALW workers	Ealing to provide desks	
<b>Stationery</b>		Ealing to provide stationery	
<b>PERFORMANCE MANAGEMENT &amp; INSPECTION</b>			
<b>Data provision</b>	Each Delegating Authority will need to provide key data to the Host Authority on performance to enable statutory returns to be filed	The Host Authority will provide data as required by the Partners for Annex 1 of Schedule 1.	
<b>Data analysis</b>		The Host Authority will produce regular reports for the ALW	
<b>OFSTED</b>	The Delegating Authority retains responsibility for adoption outcomes and will be inspected under the ILACS framework	The Host Authority will support all Partners in their inspection requirements as they relate to adoption	



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## **Schedule 2**

### **Functions Delegated to Host Authority**

The Host Authority will discharge the following delegated adoption functions of the Partners:

- (1) the recruitment of persons as prospective adopters;
- (2) the assessment of prospective adopters' suitability to adopt a child;
- (3) the approval of prospective adopters as suitable to adopt a child;
- (4) the provision of adoption support services.
- (5) the provision of special guardianship support services.

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## **Schedule 3**

### **Information Sharing Protocol**

#### **INFORMATION SHARING PROTOCOL FOR THE IMPLEMENTATION AND MANAGEMENT OF THE ADOPT LONDON WEST PROGRAMME**

**BETWEEN**

**THE LONDON BOROUGH OF EALING**

**AND**

**THE LONDON BOROUGH OF BRENT**

**AND**

**THE LONDON BOROUGH OF HAMMERSMITH & FULHAM**

**AND**

**THE LONDON BOROUGH OF HOUNSLOW**

## SUMMARY SHEET

<b>Title of Agreement</b>	<b>Adopt London West – Information Sharing Protocol</b>
<b>Purpose</b>	<p>To facilitate the sharing of adoption and special guardianship support data between the involved parties listed below.</p> <p>The purpose of the information sharing is to help facilitate the regionalisation of adoption services.</p> <p>There are two distinct phases to the data sharing necessary for the effective delivery of services of Adopt London West. Firstly, the information that participating authorities will need to provide for the commencement of Adopt London West and secondly, the regular information that will need to take place on an ongoing basis thereafter:</p> <p>Transitional phase – one off migration of adopter information from the participating authorities to Ealing (including ongoing cases involving children who may have been matched with prospective adopters but where decision-making has yet to be concluded at the point records are subject to migration).</p> <p>Regular data sharing – exchange of information between Adopt London West and the participating authorities with legal responsibility for a particular child in need of adoption to enable Ealing to identify a suitable potential adopter for that child in order to satisfy the duties imposed on the parties under legislation, regulations and relevant statutory guidance and/or national standards for adoption.</p> <p>This sharing protocol aims to evidence how these legal requirements are addressed, to provide assurance that agreed governance controls are in place to ensure that personal information sharing is managed securely, responsibly and in accordance with the law and with the Information Commissioner’s Data Sharing Code of Practice.</p> <p>The parties are entering into this arrangement intending to honour, observe and perform all their obligations towards each other.</p>
<b>Participating Organisations</b>	London Boroughs of Ealing, Brent, Hammersmith & Fulham and Hounslow.
<b>Date of agreement review</b>	One year from the Commencement Date of the Partnership Agreement
<b>Agreement owner</b>	All Partners agree to be Data-Controllers with distinct legal obligations for ensuring that personal

	<p>information is processed and shared in accordance with data protection law and other privacy related information.</p> <p>Adopt London West is not a separate legal entity. Ealing, as the Host Authority, is the responsible Data Controller for personal information obtained in relation to the provision of Adopt London West adoption services.</p> <p>All Partners, including Ealing Council, are Joint Data Controllers when processing Personal Data in relation to Adopt London West as they each remain responsible at different stages of the decision-making process for determining the purpose and the manner in which the Personal Data is to be processed and they each have a statutory duty for the maintenance of adoption services in relation to their area.</p>
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# 1 INTRODUCTION/DEFINITIONS

1.1 This Agreement sets out the requirements for sharing of Data by the Joint Data Controllers and defines the responsibilities of the Partners when sharing Data.

1.2 The purpose of this Agreement is to enable Data to be shared between the Partners for the Agreed Purpose. The Council is permitted to share Data with the Applicant by virtue of Article 9 (2)(b) of GDPR. The statutory obligations to share this data falls under s. 3 (1) of the Adoption and Children Act (2002) and the Children's Act (1989) s.17 (1)

## 1.3 Definitions and interpretation

**"Agreed Purpose"** means the purpose which the Applicant wishes to use the Data for as set out in the this Information Sharing Protocol.

**"Agreement"** means these terms and conditions, any appendices and the Data Sharing Request Form.

**"Applicant"** means the party named as such in the Data Sharing Request Form.

**"Council"** means the Council of the London Borough of Ealing of Perceval House, Uxbridge Road, London W5 2HL.

**"Data"** means all data shared by the Council under the terms of this Agreement including Personal Data and Special Category Personal Data.

**"Data Protection Principles"** means the seven principles set out in Article 5 of GDPR.

**"Data Sharing Request Form"** means the form attached to this agreement at Appendix 1 to this Protocol.

**"Deletion Policy"** means the Data Controller's policy for deletion of data as set out in the Data Sharing Request Form.

**"DPA"** means the Data Protection Act 2018.

**"FOIA"** means the Freedom of Information Act 2000.

**"GDPR"** means the General Data Protection Regulations 2016.

**"Parties"** means the involved Data Controllers.

**"Personal Data"** means as defined in the GDPR which includes Special Category Data.

**"Publish"** means to make available to third parties in any form, including the production of hard copy materials, soft and/or electronic copies, emails and posting online.

**"Special Category Data"** means as defined in the GDPR.

**"Working Day"** means any day (other than Saturday or Sunday) on which banks are open for domestic business.

1.4 In this Agreement (except where the context otherwise requires):

- 1.4.1 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.4.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.4.3 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the schedules.
- 1.4.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.4.5 Words in the singular shall include the plural and vice versa.
- 1.4.6 A reference to one gender shall include a reference to the other genders.
- 1.4.7 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4.8 A reference to writing or written includes faxes and e-mail.
- 1.4.9 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.4.10 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this agreement) at any time.
- 1.4.11 References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule.
- 1.4.12 No review, comment or approval by one Data Controller under the provisions of the agreement shall operate to exclude or limit another Data Controller's obligations or liabilities under the agreement or the Council's rights under the agreement.

## **2 PROCESS**

- 2.1 The Joint Data Controllers will process the Data only for the Agreed Purpose. Any processing outside the remit of this agreement is understood to potentially constitute a s. 170 offence under the Data Protection Act (2018).
- 2.2 The Joint-Controllers shall comply with the DPA and GDPR, and specifically shall:
  - 2.2.1 employ appropriate operational and technological processes and procedures to keep the Data safe from unauthorised use or access, loss, destruction, theft or disclosure.
  - 2.2.2 not keep the Data on any laptop or other removable drive or device unless that device is protected by being fully encrypted, and the use of the device or laptop is necessary for the provision of the Services under this Partnership Agreement. Any hard copy documentation will be kept securely.
  - 2.2.3 treat the Data, and any other information provided by the other Partners as confidential, and will ensure that access to the Data is limited to only those employees who require access to

it for the Agreed Purpose. The Controllers shall carry out appropriate checks to ensure that they are satisfied that such employees will comply with the conditions of the Partnership Agreement and then monitor such compliance.

- 2.2.4 assist the other appropriate Data Controllers to promptly respond to all subject access or FOIA requests which may be received from the data subjects of the Data.
  - 2.2.5 not disclose the Data to a third party in any circumstances other than where agreed between the parties.
  - 2.2.6 notify the appropriate Data Controller any information security incident that may impact the processing of the Data covered by the Partnership Agreement within 24 hours of discovering, or becoming aware of any such information security incident. Following the report of any such incident, a Data Controller will cooperate with any other Data Controller's compliance and information security staff whilst they carry out a risk assessment, root cause analysis and identify any corrective action required. The appropriate parties will cooperate with any affected Data Controller in implementing any required corrective action required.
  - 2.2.7 ensure that the Host Authority adoption and SGO support staff are not permitted to share any log in credentials, passwords or 2-factor token with any other person.
  - 2.2.8 ensure that devices used to access Ealing Council's IT from third party locations must be separated from public networks, such as the Internet, by an adequately secure and technologically advanced firewall. The firewall(s) must be configured in accordance with well known / common best practice guidelines and must have a policy installed that serves to prevent unauthorised access to the Council's network.
  - 2.2.9 ensure that any system or technology that is used to access Ealing Council's IT must have adequate security software patches applied in line with vendor recommendations.
  - 2.2.10 ensure that users of the IT must ensure that they do not download, upload, create or transmit material that is illegal, abusive or threatening to others or might be regarded as offensive on the basis of personal characteristics such as race, sex, colour, religion, nationality, gender, disability, sexual orientation or age.
- 2.3 Where applicable, the other Partners agree to comply with and to procure that its employees or contractors who have access to any of Ealing Council's IT systems shall comply with the following terms in so far as they apply to the Partnership Agreement.
- a. Any breach or suspected breach of security must be reported to Ealing at the earliest possible time and at a minimum within 24 hours of its discovery.
  - b. PCs/terminals that have a logged in session should be locked if left unattended for any period of time.
  - c. there should be no attempt to circumvent any of the Ealing Council's security controls.
  - d. the Data Controllers shall not infringe any third party copyright, licensing requirements or any other intellectual property rights of Ealing Council.
  - e. virus scanning must be enabled on all third party hardware that is used to upload or submit files to or to access Ealing Council's IT systems.



- f. virus scanning signatures must not be more than 48 hours out of date (in relation to virus definitions released by each organisation's chosen anti-virus vendor(s)) on any system or hardware that is involved in submitting files to Ealing Council's IT or systems or storing files on the their behalf, including but not limited to, third party systems. All system users must use technology with virus scanning software from reputable anti-virus vendor(s) in accordance with best industry practice.

2.4 Ealing Council reserves the right to monitor and/or record individual use within the Applicant's organisation of its IT and ICT facilities to protect against misuse and to ensure system and operational efficiency and integrity and reserves the right to access individual accounts on its systems and IT in circumstances where it has a reasonable belief that there has been a breach of this Agreement.

### 3 DATA QUALITY AND ASSURANCE

3.1 Each Partner is responsible for the quality and accuracy of the personal information it obtains, uses and discloses.

3.2 If a Party later discovers information is inaccurate, it will take all necessary steps to inform other Parties and recipients to enable the correction or updating of their records/case management systems.

### 4 OTHER DISCLOSURES AND USES

4.1 In relation to a person who has been adopted on or after 30 December 2005, the disclosure of information relating to their adoption is governed by AC Act 2002 s. 56-65 and the Disclosure of Adoption Information (Post Commencement Adoptions) Regulations 2005. The information covered by these regulations is known as 'section 56 information'. Any s. 56 information kept by Adopt London South about an adopted person may only be disclosed by the agency to a person (other than the person that the information is about) in pursuance of AC Act 2002 s.56-65.

4.2 Nothing in this sharing protocol excludes disclosures which may be necessary by the participating or host authorities to provide adoption services; is consistent with the disclosure obligations set out in the ACR Act 2002 and the above Regulations; and is not otherwise in conflict with any other legal obligations governing adoption law and practice.

4.3 Any disclosures in relation to a person who was adopted before 30 December 2005 is governed by the Adoption Information and Intermediary Services (Pre-Commencement Adoptions) Regulations 2005 (ISR).

4.4 Under Article 15 of GDPR, an individual has a right of access to information any Data Controller may hold about them. In the event of receiving a valid Subject Access Request, the Council will liaise with other relevant Parties in order to determine whether Adopt London South alone or another participating authority holds the information that is the subject of this request.

4.5 The Parties acknowledge their responsibility to ensure valid data protection related requests are processed within statutory time limits and/or in line with local customer services and complaint policies.

4.6 In line with the Code of Practice issued under s. 45 of the Freedom of Information Act (2000), the Parties shall cooperate with each other in the event of receiving requests for information about or shared under this ISA.

4.7 Ealing shall be responsible for the maintenance of the adoptive parents record. This includes ensuring that the adopter record is retained only for as long as this is required in line with Ealing

Council's retention schedule (attached as an appendix to the Ealing's data protection impact assessment).

4.8 Each Party agrees to comply with statutory guidance on adoption relating to the retention and disposal considerations relating to the records of children who do not proceed to adoption and the records of prospective adopters who are not approved

### **3 TERMINATION**

3.1 All Parties will ensure that the Data which belongs to other Partners is securely removed from their systems and any printed copies securely destroyed or returned to the relevant Partner (at that relevant Partner's Council's) on termination or expiry of this Agreement. In complying with this clause, electronic copies of the Data shall be securely destroyed by either physical destruction of the storage media or secure deletion using appropriate electronic shredding software that meets HM Government standards. Any hard copy will be destroyed by cross-cut shredding and secure re-cycling of the resulting paper waste.

3.2 Failure to comply with any of the terms of this Schedule 3 shall permit any Data Controller to suspend or terminate (either immediately or by notice at its option) any other Data Controller's use of the Data, and shall permit Ealing to suspend or terminate (either immediately or by notice at its option) any other Data Controller's access (if any) to any of Ealing Council's IT systems including but not limited to applications and/or file upload or download services and/or any data at any time.

### **4 INDEMNITY**

4.1 The other Partners shall indemnify, keep indemnified and shall hold Ealing Council harmless from and against any and all losses, liabilities, damages, fines and/or expenses that Ealing Council may incur whether by reason of claims, actions, demands or proceedings or otherwise arising out of or in connection with having access to Ealing Council's IT system .

### **5 GENERAL**

5.1 The Data Controllers shall ensure that it issues all users of the Data with a copy of these terms and procure that they comply with them.

5.2 The Data Controller must not keep the information or Data for no longer than is necessary for the Agreed Purpose. The Parties must where it will be processing Data for its own purposes register with the ICO in the Register of fee payers for the purposes of this Agreement and provide the Council with details of such entry.

5.3 The Data Controllers will in connection with this Agreement comply with all relevant law, government best practice and standards.

5.4 The Data Controllers will not, whether during or after the term of this Agreement, disclose or allow to be disclosed to any person (except on a confidential basis to professional advisers) any confidential information acquired in the course of this Agreement, except as may be required or permitted by law.

5.5 The Data Controllers agree to co-operate on all matters relating to this Agreement. The Parties will keep under review the need to share Data at a minimum each year with effect from the signature of this Agreement.

5.6 The Parties agree to maintain the accuracy of the Data, and shall notify the other party in the event that any Data is inaccurate.

5.7 The Parties agree that they are responsible for ensuring that appropriate security and confidentiality procedures are in place to protect the transfer and use of the Data shared

- 5.8 The Parties undertake that they will comply with their respective obligations, whether data controller, data processor or otherwise under the DPA and GDPR.
- 5.9 Each Party shall take appropriate technical, operational and security measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, Personal data.
- 5.10 Each Party undertakes to the other that it will not knowingly place the other in breach of that other Party's obligations under the DPA and GDPR.
- 5.11 Each Party will assist the other as far as reasonable to comply with any obligations that it has under the Freedom of Information Act 2000 and Code of Practice, Environmental Information Regulations 2004, Aarhus Convention and Audit Commission Act 1998.
- 5.12 This Agreement and any obligations arising out of it are governed by English law and the courts of England shall have exclusive jurisdiction over any dispute. All dealings, correspondence and contact shall be made or conducted in the English language.

## **6 DISPUTE RESOLUTION**

The Partners agree to comply with clause 30 of the Partnership Agreement in relation to dispute resolution

## APPENDIX 1

### DATA SHARING REQUEST FORM

- To include:
  - Data flows
  - Specific retention
  - System specifics
  - Specific responsibilities
  - Transfers of historic data
  - Privacy Notice information
    - All of this will be covered by the **DPIA** once these have been decided.

## Schedule 4

### ALW Partnership Board

#### Brent

Name of representative: Gail Tolley

Position: Director Children's Services

Name of substitute representative Nigel Chapman

Operational Director

#### Ealing

Name of representative: Carolyn Fair

Position: Director of Children's Services

Name of substitute representative .....

Position

#### Hammersmith & Fulham

Name of representative: Steve Miley

Position: Assistant Director

Name of substitute representative: Bev Sharpe

Position

#### Hounslow

Name of representative: Alan Adams

Position: Director of Children's Service

Name of substitute representative: Jacqui McShannon

Position

## Schedule 5

### Financial Protocol with regards to the relationship between the Partners

#### 1. General principles

- 1.1 The Host Authority will provide the financial administration accounting system and appropriate associated support for ALW. This shall be performed in accordance with the Host Authority's Financial Regulations. Subject to the statutory role of each Partner's section 151 Officer in relation to their council, the Host Authority shall provide the services of its Chief Financial Officer/ section 151 officer to ALW.
- 1.2 Each Partner will contribute its Financial Contribution commencing on the Commencement Date or on a pro-rata basis in the event of a delay. The Host Authority shall not inherit any debt or liability incurred by any of the Partners prior to the Commencement Date.
- 1.3 The aim is to ensure there is 'no additional spend for any of the Partners including Ealing as the Host', for example with inflation and staff pay awards addressed through delivery of efficiencies.

#### 2. Calculating the Financial Contribution

- 2.1 The Partners are committed to the fair and equitable resourcing of ALW while ensuring that the full cost of the Service is recovered and contained within the ALW. Each Partner will be required to contribute its share of the agreed annual budget of ALW. The Financial Contributions for the year 2019/20 are set out in table 1 below.

**Table 1**

ALW Partner Financial Contributions to 2019/20 ALW budget assume a full year contribution. Contributions for 2019/20 will need to be prorata'd from the Commencement Date (1 September 2019) for the period from the Commencement Date to 31 March 2020.

Partner	2019/20 Financial Contribution	2019/20 percentage contribution
Brent	378,647	23%
Ealing	656,913	40%
Hammersmith & Fulham	198,797	12%
Hounslow	404,264	25%
<b>Total</b>	<b>1,638,621</b>	<b>100%</b>

- 2.2 The Financial Contributions for every subsequent year of operation of ALW or part thereof shall be calculated in accordance with the following:
- the proportion of the overall ALW budget to be paid by each Partner shall be in line with the 2019/20 Financial Contribution; and
  - the sum of the Financial Contribution shall be in line with the 2019/20 Financial Contribution except to the extent that the costs of providing the Service and / or Host Support change

(whether an increase or a decrease) due to the factors listed in paragraph 4.2 of this Schedule 5 in which case the Financial Contributions shall be amended in line with these changes. After the Initial Period (1 September 2019 to 31 March 2021) it is expected that the Financial Contributions will be reviewed and future contributions from 2021/22 onward will be made on a basis of demand for adoptions. During the Initial Period methodology for activity-based costing will be trialled and applied subject to the ALW Partnership Board's approval.

2.3 Until such time as unanimously agreed by the Partners, after the Initial Period, the following items of income and expenditure will remain the responsibility of each of the Partners

- Adoption and Special Guardianship Support allowances – those costs relating to specific new or ongoing allowances paid to adoptive parents by respective Partner's designated officer
- Adoption and Special Guardianship support- Those costs relating to adoption support arrangements agreed in respect of a particular child prior to the Commencement Date as authorised by the Partner's designated officer
- Adoption and Special Guardianship Support (post Commencement Date) - those costs relating to any match funded element of an application to the Adoption Support Fund will be covered by the relevant Partner, after agreement has been given by the relevant Partner
- Inter-agency fees payable or receivable - those fees relating to the direct costs related with or income generated from the placement of a child prior to the Commencement Date. Post Commencement Date, interagency fees will be received by ALW, interagency fees payable will remain with the relevant Partner.

### **3. Payment Arrangements and VAT**

3.1 Following agreement of the annual budget by the Adopt London West Partnership Board each Partner shall be notified of their Financial Contribution by the Host Authority. The Financial Contribution shall be paid in four equal instalments in each Financial Year of operation of the Agreement . Payment is to be made by BACS to the Host Authority's bank account.

3.2 Unless there is a reason for an individual Partner to account for VAT, the Host Authority will account for VAT. Any Partner wishing to account for VAT in relation to any element of the ALW budget will need to agree this in advance with the Head of Service ALW, and Ealing Chief Finance Officer.

### **4. Budgetary Control and Monitoring**

4.1 The Head of Service Adopt London West shall prepare a draft annual budget for consideration by the Adopt London West Partnership Board and approval by each of the Partners as part of their budget setting process. Timings to be in line with the Host Authority's budget preparation timetable. All items listed at paragraph 2.3 above are excluded by definition from the ALW budget. The Host Authority is not authorised to operate or budget for an accumulative or deficit position. In the event that the annual accounts are closed in a deficit or surplus position (see further detail at 4.3), the deficit or surplus will be managed through the use of the Earmarked Reserve or as agreed by the ALW Partnership Board (see further detail at 4.3)

4.2 The Host Agency's Section 151 Officer shall ensure there are mechanisms in place to enable budgets to be managed in line with the available resources and any variations to the budget are identified as part of the Host Authority's budget monitoring process. The Host Authority's Section 151 Officer will submit quarterly budget monitoring reports of ALW to the Adopt London West Partnership Board. These reports will include explanations of any variances against the profiled ALW budget. The Adopt London West Partnership Board will review the expenditure and forecast to ensure that the allocated budget is being correctly adhered to. Each year, the Adopt London West Partnership Board shall be presented with a proposed budget for ALW for the following financial year in Quarter 3 prior to the start of the financial year for agreement by quarter 4 recognising each Partner's budget cycle and subject to financial approval in accordance with the financial procedures and constitutional arrangements for the Host Authority. The proposed budget shall be based on the 2019/20 budget subject to adjustments (where an increase or a decrease) to allow for:

- (i) indexation in line with local authority pay awards;
- (ii) other changes in staff pay;
- (iii) changes in the type, nature or quantum of the Service to be provided; and
- (iv) changes in law, government policy and guidance and best practice.

#### 4.3 Overspends (Deficit)

4.3.1 Whenever an overspend is projected, the Partners shall agree how to manage the overspend and shall keep the position under review. As far as possible the overspend will be managed through transferring funds from the Adopt London West earmarked reserve, or could be rolled forward to be dealt with in the following year if seen as a small and short term issue. This adheres to the principle of no additional spend for the Partners or Host Authority. The Partners shall act in good faith and in a reasonable manner in agreeing the management of the overspend.

4.3.2 If at the end of any Financial Year, there is an overspend that the Adopt London West Partnership Board agrees cannot be managed within the budget or through the earmarked reserve, the Partners shall identify the reasons for the overspend and shall deal with such overspend in accordance with the following:

4.3.2.1 overspends relating to staffing related overhead costs shall be apportioned between the Partners in equal shares or by mutual consent where exceptional circumstances exist that relate to the creation of the overspend;

4.3.2.2 overspends relating to any other costs not covered in paragraph shall be apportioned between the Partners in equal shares or by mutual consent where exceptional circumstances exist that relate to the creation of the overspend.

4.3.3 In the event that agreement cannot be reached, the Partners shall follow the Dispute Resolution Procedure set out in clause 30 of this Agreement.

#### 4.4 Underspends (Surplus)



4.4.1 An Earmarked Reserve held by Ealing Council on behalf of the other Partners will be established. This will be used initially to capture any underspending areas, particularly if there were higher than anticipated receipts of interagency fee income, or initial vacancies as ALW gets up and running. If there were future surpluses from underspending budgets they would initially fall into the earmarked reserve. This would protect the funding of the Adopt London West and be able to be utilised towards future budget pressures, as well as being set aside for the future aspirations of ALW. If funding was building up for a period of more than 5 years without a suitable use, the funding could be returned to the Partners under the provisions set out below.

4.4.1.1 Whenever 4.4.1 applies, the underspend sum shall be returned to the Partners (after the 5 year period) subject to the following:

underspends shall be apportioned between the Partners in proportion to their Financial Contributions or by mutual agreement where exceptional circumstances exist that relate to the creation of the underspend. 4.4.2 In the event that agreement cannot be reached, the Partners shall follow the Dispute Resolution Procedure set out at clause 30.

#### 4.5 Reconciliation

At the end of each Financial Year, the Host Authority will lead on the reconciliation of expenditure within ALW attributable to the running of the Services,

#### 4.6 Inter-agency fees and income

##### Fees

4.6.1 In the Initial Period (1 September 2019 to 31 March 2022) Ealing as the Host Authority will procure all inter-agency placements on behalf of each Partner and each Partner will be responsible for the inter-agency fee, which will be invoiced directly to each individual Partner.

The Head of ALW will seek approval from the relevant Partner to authorise the inter-agency placement. Each Partner will provide Ealing with a named point for contact for this process.

##### Income

4.6.2 All income already received by a Partner or where adopters have been recruited and are in the pipeline prior to 1 September 2019 will stay with the Partner. From 1 September 2019, all income from 'selling' adopters will be income for the ALW. From 1 April 2022 all Partners will pay per usage for inter-agency placements in line with the activity based model as in paragraph 2.2. Frequency of payment is to be determined by the Adopt London West Partnership Board.

#### 4.7 Other costs

As Host Authority, Ealing may be requested to deliver additional services that incur costs above and beyond what is defined as Services and Host Support. These costs will be captured and funded within the ALW budget and subject to the wider approval process as outlined in Schedule 8 of this Agreement.

#### 4.8 Grants

4.8.1 The Host Authority shall ensure that all monies from any grants received in respect of ALW shall be applied in a proper manner and in accordance with any grant criteria. Each Partner will notify the Host Authority of all such grant monies received by them in a timely fashion .

4.8.2 The Host Authority shall be responsible for verifying and approving any grant returns, audit or other reporting requirements to the appropriate government or other body that means it will be the accountable body in respect of any grants it receives.

#### 4.9 Accounting and Reporting Requirements

4.9.1 The Host Authority shall ensure that full and proper records for accounting purposes are kept in respect of ALW.

4.9.2 Each Partner shall ensure that where appropriate and practicable as agreed by the Partners, it keeps separate accounting records to record the costs of ALW.

4.9.3 Each Partner shall provide any necessary financial information with respect to ALW to the Host Authority on a quarterly basis or as otherwise reasonably required.

4.9.4 The Partners shall hold quarterly monitoring meetings as part of the ALW Adopt London West Partnership Board meetings to discuss the financial performance of ALW.

#### 4.10 Annual accounts and audit following each year end

4.10.1 The Host Authority shall prepare the annual accounts for ALW in a manner compliant with the relevant legislation, regulations and guidance within any statutory timescales applicable and shall ensure that the relevant information is available for external inspection and scrutiny.

4.10.2 The Partners shall co-operate with the Host Authority and each other in respect of the preparation of the ALW account.

4.10.3 the draft annual ALW account shall be submitted to the Adopt London West Partnership Board for approval within the statutory deadlines along with the annual audit letter prepared by the Host Authority's external auditor.

4.10.4 The cost of the external auditors in respect of the ALW account shall be borne by the Host Authority.

4.10.5 The Adopt London West Partnership Board shall decide on any money deficit or surplus balance in accordance with paragraphs 4.4 and 4.5 of this Schedule 5.

## **5. Reorganisation, Dismissal, Exit Redundancy Costs and LGPS Capital Costs**

### **5.1 For the purpose of this paragraph 5**

**Staff Remuneration Costs:** include but is not limited to ALW staff salary and associated on-costs (NI and pension contributions, holiday pay, sick pay) etc.

**Staff Overhead Costs:** include but is not limited to: costs, supporting staff and services (HR, payroll, pension, legal, procurement, management) but excludes accommodation.

**Reorganisation Costs:** statutory redundancy payments, contractual redundancy payments, and contractual notice pay payable to the Redundant ALW staff, including agreed LGPS Capital Costs but excluding any payments or liabilities arising from any claim as to the fairness of the dismissal and/or unlawful discrimination

**Dismissal and Early Retirement Costs:** Costs incurred on the dismissal or early retirement of ALW Staff other than Reorganisation Costs and Exit Redundancy Costs:

**Exit Redundancy Costs:** Redundancy and dismissal costs which may be incurred by the Host Authority as a result of the circumstances set out in clause 5.5 below.

5.2 Staff Remuneration Costs and Staff Overhead Costs shall be borne by the Host Authority and met by the Financial Contributions.

### **5.3 ALW Reorganisation Costs**

Any Reorganisation Costs and their apportionment as a result of any reorganisation of the ALW shall be agreed by the ALW Partnership Board.

### **5.4 Dismissal and Early Retirement Costs**

These costs will be apportioned in accordance with the Financial Contribution percentages applicable at that time

### **5.5 Exit Redundancy Costs**

5.5.1 Where these costs arise on the withdrawal of a Party under Clause 32 of the Agreement these costs shall be met by the Withdrawing Party.

5.5.2 Where these costs arise on the Termination of the Agreement under Clause 32 (Termination of Partnership and Consequences of Termination) these costs are met by the Partners in line with the proportions set out in Schedule 5 unless pursuant to

clause 31 where a Party's withdrawal leads to the effective termination of the Agreement in which case they are met by the Withdrawing Party.

## **5.6 LGPS Capital Costs**

5.6.1 These costs shall, subject to the agreement of the ALW Partnership Board on each occasion, be apportioned as follows:

- (a) where they fall within Reorganisation Costs they shall be apportioned in accordance in paragraph 5.3 above;
- (b) where they fall within Dismissal and Early Retirement Costs they shall be apportioned in accordance with the applicable Dismissal and Early Retirement Costs apportionment set out in paragraph 5.4 above;
- (c) where they fall within Exit Redundancy Costs they will be subject to the apportionment set out in paragraph 5.5 above.

## **6 Long term contracts**

6.1 The Host Authority's Contract Standing Orders shall apply to all third-party contracts procured in respect of the Services

6.2 Neither the Host Authority, nor the other Partners shall enter into contracts that exceed the Term unless unanimously agreed by the Adopt London West Partnership Board.

6.3 The Host Authority shall (unless otherwise agreed by the ALW Partnership Board) enter into contracts for and on behalf of the Partners for the purpose of or in connection with the Services. Save where otherwise agreed with the Partners, the Host Authority shall ensure that each contract entered into by the Host Authority for and on behalf of the Partners includes:

- a. the right, under the Contracts (Rights of Third Parties) Act 1999, for the relevant Partner(s) to enforce the terms of that contract as if it were the Host Council;  
and
- (b) a provision enabling the Host Authority to assign, novate or otherwise transfer any of its rights and obligations under the contract, in whole or in part, to any of the other Partners that will receive services under the contract (or to transfer to any replacement Host Authority with the written consent of the other Partners.

**Schedule 6  
Head of Service ALW**

Name: TO BE INSERTED

## **JOB DESCRIPTION**

**POST TITLE:** Director Adopt London West Regional Adoption Agency (ALWRAA)  
**DIRECTORATE:** Children and Adult Services  
**GRADE:** CB3  
**LOCATION:** Children's Social Care  
**RESPONSIBLE TO:** Director Children and Families

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- **PURPOSE OF THE JOB**

- To lead the ongoing development and delivery of an integrated Regional Adoption Agency (RAA) providing high quality Adoption services and improving performance and outcomes across the RAA footprint.
- To collaborate on a pan London basis with the other RAAs to champion Adoption and contribute to the strategic planning and delivery at both a local and national level.
- To provide inspirational leadership promoting the value of permanence and the benefits of adopting through ALWRAA.
- To develop the service to meet the needs of children with a plan for adoption and those who have been adopted, birth parents and adult adoptees by ensuring that practice is informed by the best evidence base.
- To fulfil the statutory responsibilities around adoption for the councils of Brent, Ealing, Hammersmith & Fulham and Hounslow.
- To develop and lead the management team, providing strategic direction for high performing and motivated staff teams.

- **PRINCIPAL ACCOUNTABILITIES**

1. To lead strategic development and service delivery within the ALW Regional Adoption Agency and to work closely with the ALW RAA board to agree priorities for strategic development, service objectives, service delivery and policy and process changes.
2. Facilitate links and co-operation with agencies to deliver co-ordinated and effective services as part of a multi-agency approach
3. To take lead responsibility for promoting and safeguarding the welfare of children and young persons / vulnerable adults and those who you come into contact with.
4. Monitor the safeguarding responsibilities, performance and training of the team members whom they manage.
5. To provide a clear sense of purpose and direction within the ALW RAA and to lead the achievement of strategic and service objectives.

6. To provide expert advice and guidance to the ALW RAA Board on the development, implementation and ongoing review of the Regional Adoption Agency.
7. To work closely with the ALW RAA Board to ensure the RAA is sustainable and business resilient.
8. To provide clear and visible leadership to the ALW RAA and to ensure delivery of high quality Adoption services.
9. To ensure the ALW RAA delivers improved services, including recruitment of Adopters, placement and matching activity, support for children, Adopters and birth families support and integration with care planning services across the partner agencies in order to drive improved outcomes.
10. To be the principal advisor to the ALW RAA Board on issues relating to the RAA's services and to ensure that the service is flexible and responsive to local, regional and national trends and to changes in priorities and to ensure RAA services meet the requirements of the legislation, regulation and guidance frameworks.
11. To take the lead role in the development of innovative approaches to the delivery of RAA services, including ensuring effective collaboration with the RAA's Voluntary Sector partners and the wider voluntary sector.
12. To be accountable for a large and complex budget and to be responsible for effective deployment of resources to meet statutory and regulatory requirements, best practice standards and innovation.
13. To ensure effective communication and liaison with key individuals in Local Authority Partners including Elected Members, Chief Executives and Directors.
14. To ensure effective communication, liaison and collaboration with other RAA's, in particular those across London, Joint Commissioning Boards, Health Providers, independent and voluntary sector providers in order to maximise opportunities for the RAA.
15. To develop and model cultural change and promote communication that is clear, effective and transparent at all levels across RAA services.
16. To embed a strong leadership culture focusing on high quality performance, driving continuous improvement and playing a key role in enabling and encouraging creative and productive networks to form.
17. To contribute to the design for commissioning and procurement of high quality and cost effective services, in conjunction with specialist commissioning and contracting staff, to ensure an appropriate range of high quality and effective services are available, as determined by needs analysis, in a manner which maximises opportunities, ensures operational delivery is in line with commissioning intentions and evidences value for money.
18. To be responsible for the co-ordination and production of timely and accurate data reports, providing analysis of the performance of the RAA as a whole and of that of each constituent partner.
19. To be responsible for ensuring that children, young people, Adoptive families and birth parents are enabled to fully participate in the planning and evaluation of services provided by the RAA.

20. To be accountable for the allocated budget of the RAA and to negotiate across financial systems in each partner agency, ensuring compliance with Financial Regulations and to work closely with the RAA Board to deliver efficiencies as required.
21. To be accountable for compliance with DFE expectations in terms of funding and reporting and to produce an annual business plan and a Regional Adoption Agency Annual Report.
22. To be responsible for, in partnership with each constituent partner, the effective recruitment and retention of staff in the RAA and to utilise the annual appraisal process, so that individual and service objectives are achieved.
23. To undertake other duties commensurate to the grade of the post.

**ADDITIONAL:**

- To use and assist others in the use of information technology systems to carry out duties in the most efficient and effective manner.
- To carry out duties and responsibilities in accordance with the funding councils'<sup>1</sup> commitment to customer service excellence and ensure compliance with the customer care standards.
- To be committed to the funding councils' core values of public service, quality, equality and empowerment and to demonstrate this commitment in the way duties are carried out.
- To ensure that duties are undertaken with due regard and compliance with the General Data Protection Regulations and other legislation.
- To carry out duties and responsibilities in accordance with the funding councils' Health and Safety Policy and relevant Health and Safety legislation.
- At all times to carry out responsibilities/duties within the framework of the funding councils' Dignity for all Policy. (Equal Opportunities Policy).

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<sup>1</sup> The post is hosted by Ealing Council, but funded by 3 other local authorities in West London; the funding councils. These are: Brent, Hammersmith & Fulham and Hounslow

## PERSON SPECIFICATION

**POST TITLE:** Director Adopt London West Regional Adoption Agency  
**DEPARTMENT:** Children's and Adults Service  
**SERVICE:** Children's Social Care  
**GRADE:** CB3  
**RESPONSIBLE TO:** Director, Children's and Adults Service

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### Knowledge\*

1. Displays an awareness, understanding and commitment to the protection and safeguarding of children and young people and vulnerable adults A/I
2. Comprehensive knowledge of adoption/ permanency and other aspects of Children's Social Care. This must include legislation and practice, with the proven ability to successfully implement this in the workplace at a strategic and operational level. A/I
3. Ability to lead by example, inspiring confidence and trust, tackling performance issues if they arise and creating a 'can do' culture. A/I
4. Ability to create strong networks and a culture which ensures systems and procedures are in place to promote stakeholder involvement and continuous improvement in the delivery and evaluation of services. A/I
5. Ability to analyse performance data and work with public agencies to identify themes and gaps in service provision to inform service planning. A/I/T
6. Ability to use a range of management tools and techniques to analyse and address problems and an ability to embed evidence based best practice in services A/I
7. Ability to lead a range of different teams, including multi-agency teams and deliver needs led services and positive outcomes. A/I
8. Excellent planning, research, organisational and decision-making skills. Ability to analyse and interpret information and data and to present to a wider audience. A/I/T
9. To be responsible for managing an allocated budget, reviewing the generation and allocation of financial resources, and evaluating proposals for expenditure A/I

### Experience

10. Recognised social work qualification and registered with HCPC A
11. Evidence of continued professional development which has been transferred into the workplace. A/I
12. Experience of operating at a senior level with leadership and management responsibilities for a range of operational teams and associated budgets
13. Significant experience, knowledge and expertise in change management and service redesign particularly in Childrens' services (adoption and permanency). A/I
14. Evidence of successful working across organisational boundaries and in partnership/collaboration at a local, sub regional and regional level. Ability to represent the Council externally, both professionally and in a leadership role.

### Skills

15. Ability to inspire staff and delivery partners to engage fully with vision and purpose of children's services, supporting them to work collaboratively. A/I
16. Ability to create and encourage a culture of innovation , flexibility and responsiveness to respond to swiftly changing priorities. A/I
17. Ability to maintain a diverse and collaborative working culture which encourages openness, approachability, is supportive of change and challenge and seeks and evaluates others views and opinions. A/I



18. Ability to, maintain effective performance, encourage other to do the same and challenge appropriately when this is not the case A/I
19. Ability to confront issues and challenge assumptions at all levels, with delivery partners, service users and other RAA staff/members in an appropriately assertive and constructive way. A/I

**Special Conditions of recruitment**

A satisfactory Disclosure and Barring Service (DBS) check at an enhanced level is required.  
This post requires registration with Health Care Professional Council (HCPC)  
This post is subject to the funding councils' policy on pecuniary and personal interest  
This post is designated politically restricted

- |  |
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| ● *Assessed by:    A= Application        I= Interview        T= Test |
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## Schedule 7

### Assets

#### Part 1 Facilities for Adopt London West staff

1. Each member of staff shall be provided with a lap top and phone technology.
2. The cost of laptops/ phone technology will be met by the Host Authority from the Financial Contributions
4. The cost of provision, support, maintenance and replacement of laptops will be met by the Host Authority from the Financial Contributions.

#### Part 2 Facilities to be provided by each Partner:

1. Access to the case management system for the roles specified in schedule 10
2. Training in the case management system and any other training deemed appropriate to enable this access for RAA employees as agreed with Head of Service ALW and the ALW Partnership Board.
3. Access **to two touchdown hot desks** in each partner authority

#### Part 3 Authority Premises

The Partners shall provide accommodation as follows:

### Ealing

Premises

Accommodation for 23.06 FTE staff

Accommodation is to provide appropriate working space and associated facilities and services, including telephones and bookable meeting rooms as shall be appropriate for delivery of the Service for the Term

Staff ratio to be 10 staff to 6 desks

Access to the accommodation to be 7am – 7pm on Working Days

## **Schedule 8 Partnership Board Governance Arrangements**

### **1 Establishment**

1.1 The board shall be called the ALW Partnership Board

1.2 These terms shall have effect from the first meeting of the ALW Partnership Board.

### **1.3 Purpose of the Board**

1.3.1 The Adopt London West Board will be responsible for providing effective oversight of the partnership agreement and the hosting of adoption services by London Borough of Ealing.

1.3.2 The Board will present the Annual Report of the Adopt London West Partnership Board to the local authority partner Cabinets and scrutiny committees as required.

1.3.3 The Board will also enable effective overview and support for the collaborative working arrangements between the Voluntary Adoption Agencies (VAA's), adopters and partner local authorities.

1.3.4 The Board will set and review the strategic objectives of Adopt London West and monitor service delivery of the key priorities of the partnership, that is to:

- Place more children in a timelier way;
- recruit more families appropriate for the children waiting, preparing them consistently and well;
- improve the range, accessibility and quality of post adoption and special guardianship support; and
- improve the outcomes for children and families.

## **2 Powers and responsibilities of the ALW Partnership Board**

2.1 The ALW Partnership Board shall be responsible for:

- acting as a consultative body and performing a check and challenge function to the Host Authority's performance of and proposals in relation to:
  - (i) the strategic delivery of the Service;
  - (ii) the day to day operation of the Service; and
  - (iii) developments in legislation, guidance and best practice;
- if and when the opportunity arises making proposals for service improvements and innovations to Partners and the Host Authority;
- approving the annual budget and Financial Contributions, noting that the agreed method of establishing the annual budget and annual contribution is set out at Schedule 5 of this Agreement and on the express understanding that such approval shall be subject to each Partner's internal governance processes in relation to budgets and expenditure;

- actions required under clauses 7 (Annual ALW Plan), 16 (Quarterly Review) and 17 (Annual Review) of this Agreement
- providing an opportunity for dialogue between Partners, Third Sector Partners and invitees; and
- dispute resolution and exit arrangements.
- agreeing whether an organisation or representative can become a Third Sector Partner
- monitoring key performance indicators and other data
- monitoring quality assurance

2.2 The ALW Partnership Board shall perform the tasks set out at bullet points 1 and 3 above in response to reports submitted by the Head of Service ALW as set out in the main body and other Schedules to this Agreement.

### 2.3 Roles and responsibilities of the Adopt London West Partnership Board

The Adopt London West Board will also:

- Provide a forum to discuss and agree strategic issues relating to the delivery of adoption services.
- Provide a forum to discuss and agree future budget setting
- Provide constructive support and challenge of the adoption system within the West London region, with reference to national best practice / emergent practice, to provide an opportunity for sharing, learning and continuous improvement.
- Engage with national adoption services providers, voluntary adoption agencies and broader stakeholders, to inform regional service development.
- Review and consider reports presented by the Adopt London West
- Authorise the commissioning and initiation of new business cases and assess opportunities for future service development.
- Confirm appropriate adjustments to the contract baseline regarding target performance levels so that they are aligned with the updated statistical neighbour data.
- Consider any changes to the services that arise out of proposals and ensure that they are dealt with as a variation in accordance with the Partnership Agreement.

## **3 Third Sector Partner Involvement**

3.1 Third Sector Partners shall be invited to attend the ALW Partnership Board at the discretion of the ALW Partnership Board. The Host Authority shall prepare a memorandum of understanding that shall be entered into by the Host Authority and any Third Sector Partners and will set out the Third Sector Partner's role on the ALS Management Board.

3.2 Third Sector Partners shall not be entitled to vote on any matters.

3.3 Third Sector Partners invited to attend the ALW Partnership Board in line with clause 3.1 above shall be consulted on strategic direction, changes in legislation, guidance and policy development, reviews, service delivery including service improvements and best practice..

3.4 The Partners including the Host Authority shall give due regard to and take into account the views expressed by the Third Sector Partners when coming to decisions on the items listed in clause 3.3

- 3.5 For the avoidance of doubt, Third Sector Partners shall not be entitled to contribute to discussions regarding Financial Contributions, dispute resolution and detailed (as opposed to general) discussions around procurement or such other matters as agreed by the Partners. The Third Sector Partners may be required to leave ALW Partnership Board meetings for some items on the agenda if in the opinion of the Partners the presence of the Third Sector Partner may prejudice or be perceived by others as prejudicing the proper and impartial conduct of a procurement, a grant award, legal action or litigation, disputes, budget setting or any other activity of ALW.
- 3.6 It is acknowledged that Third Sector Partners or organisations connected to the Third Sector Partners may under some circumstances generate income from the provision of services to the Host Authority and other Partners that are connected to the Service. The Third Sector Partners acknowledge that they shall not be provided with any documentation or be entitled to be present during discussions at any meetings (including ALW Partnership Board meetings) involving a discussion, decision or details of any commissioning or procurement activity in relation to such services.
- 3.7 Third Sector Partners shall declare any interest that they may have in items on the agenda either in advance of the meeting of the ALW Partnership Board or at the start of the meeting.

#### **4. Service User Involvement**

The ALW Partnership Board shall actively consider the extent to which Service Users including birth parents, adopters and adoptees can be invited to attend and contribute to ALW Partnership Board meetings. Invites may be extended on either an ad-hoc or “standing” basis.

#### **5 Governance arrangements of the ALW Partnership Board**

- The ALW Partnership Board shall be constituted by the appointment of one representative from each Partner. Each Partner shall also appoint a substitute member to attend and vote at meetings of the ALW Partnership Board in the absence of the appointed member.
- The initial members of the ALW Partnership Board and the members’ substitutes shall be those listed in Schedule 4 subject to replacement in accordance with the terms of this Agreement.
- The members of the ALW Partnership Board shall in the case of Partners be officers acting under their delegated authority who shall be suitably qualified and experienced to act as members of a supervisory board for the Service and who shall be of the appropriate standing and seniority.
- It is preferable for decisions of the ALW Partnership Board to be by consensus rather than by vote. However, two Partners may request a vote on an item of business in which case each Partner shall have one vote with decisions being made on a majority vote of those Partners participating and entitled to participate in the vote with the exception of the annual budget and Financial Contributions which shall require the express consent of each Partner.
- The ALW Partnership Board shall be chaired by the Assistant Director of Children’s Services Ealing as host authority.
- The ALW Partnership Board shall appoint one of the members to act as Vice Chair in all meetings of the ALW Partnership Board and such Vice Chair shall act as Chair in the event

of the absence of the Chair at any meeting of the ALW Partnership Board. The Vice Chairperson shall be an employee of a Partner.

- A meeting of the ALW Partnership Board shall be quorate with the attendance of 50% of the members who are entitled to vote at such meeting.
- If a member of the ALW Partnership Board shall not be present at any meeting of the Partnership Board, his or her agreement to a decision or a course of action (in relation to the Service and within the role of the responsibilities of the ALW Partnership Board) may be given in writing to the Chair or Vice Chair or the member may decide at her or his discretion for her /his substitute to attend and to vote on its behalf in relation to any such decision or course of action.
- The Partners each undertake that they have passed a resolution (or have the appropriate delegated authority) delegating the necessary authority to their representative on the ALW Partnership Board to enable the ALW Partnership Board to act in accordance with this Schedule 8 and to commit the Partners within the terms of and as contemplated by this Schedule 8.
- A Partner may remove any person acting from time to time as its representative on the ALW Partnership Board and another representative (who shall be duly qualified in accordance with the terms of this Schedule 8) for the relevant Partner shall be appointed in accordance with the provisions of this Schedule 8.
- No Partner shall remove a person as its representative on the ALW Partnership Board without first securing the appointment of another representative and advising the other Partners of the appointment of such representative in writing.
- The ALW Partnership Board shall meet as regularly as is necessary in order to perform its role in relation to ALW but in any event no less than once per quarter. The Host Authority shall give the Partners at least ten (10) Working Days written notice in advance of any meeting of the ALW Partnership Board. Such notice shall include an agenda for the issues to be discussed and any decisions or actions to be considered at such meeting. The ten (10) Working Days' notice period may be waived if all Partners agree or the matter is urgent (in the reasonable opinion of the Host Authority).
- Any Partner may request a meeting of the ALW Partnership Board by giving notice in writing to the Host Authority. Such notice shall detail the reason for the meeting request and shall include a draft agenda for such meeting.
- Meetings shall be held at the venue or venues agreed by the ALW Partnership Board at their first meeting which shall be held at Ealing's offices.
- Minutes shall be taken at each meeting in the form of actions and decisions agreed. Minutes shall be presented to the next meeting of the ALW Partnership Board for its agreement.

5.1 Ealing Council, through the management of the RAA will provide the Adopt London West Board with a report on a quarterly basis detailing summary management information as part of the performance monitoring agreement that will include:

- Service delivery performance
- Financial performance
- Audit and assurance activities

5.2 Partner Councils will individually provide the Adopt London West Board with a report on a quarterly basis detailing their Council's performance of the co-dependencies that will include:

- Key performance indicators relating to safeguarding pressures and overall children's services demand; and
- Pre-court proceedings activities and performance

5.3 Partner Councils will produce a joint update on:

- Joint working arrangements
- Inspection readiness

## 6 **Administrative Duties of the Host Authority**

6.1 The Host Authority shall provide administrative support to the Partnership board including:

- Arranging ALW Partnership Board meetings;
- Distributing agendas and papers;
- Minute taking and distribution; and
- Acting as secretariat to the ALW Partnership Board

## 7 **Governance Arrangements across ALW**

7.1 The rest of this schedule sets out the relationship between the Partnership board and other relevant governance structures:

### 7.2 **Adopt London West Partnership Board**

7.2.1 The Adopt London West Board is fully accountable to: the London Boroughs of Brent, Ealing, Hammersmith & Fulham and Hounslow.

7.2.2 The Adopt London West Board will be supported by the Adopt London Executive Board and will co-operatively engage with and work alongside the North, West and East Regional Adoption Governance Boards on matters of pan London interests.

7.2.3 The Board will commission activity and review information that is required for a range of forums, including the DfE, London Adoption Board and ALDCS.

### 7.3 **Quality Assurance group**

#### 7.4 Purpose of the Group

7.5 The Quality Assurance Group will be responsible for monitoring performance and identifying performance issues at an early stage so that potential issues can be resolved in an efficient and effective manner.

7.6 The Quality Assurance Group will be responsible for holding all partners to account in respect of performance outcomes for children and adopters and financial management.

7.7 The purpose of the group is:

- Ensure that all work undertaken is compliant with national standards, legislation and inter authority partnership agreements.
- To ensure that all work undertaken is carried out with the best interests of the child/young person at its core.

- To secure and promote good working relationships amongst Adopt London West, partners and stakeholders.
- To ensure effective efficient delivery of the objectives as agreed at the Adopt London West Board.
- To support joint working practices across the Adopt London West to improve timeliness and outcomes for children and adopters.
- To compare, contrast and report on the work of other RAAs across the region and nationally.
- To ensure all work is underpinned by best practice recommendations and research findings.
- To ensure discussions/decisions align with those reflected within the London RAA's
- To ensure an annual health check for adoptive families is undertaken

## 7.8 Roles and responsibilities of the Adopt London West Quality Assurance Group

- Ensure appropriate preparation for the Adopt London West Board to enable comprehensive oversight of the delivery of adoption services across West London.
- Receive and review the monthly performance reports from across the partner agencies on matters such as issues relating to the delivery of services and performance against service standards (including possible future developments).
- Review and consider benchmark reports.
- Review the implications of any recently issued national policy and or guidance
- Review the general inspection readiness of the Adopt London West, and monitor progress of actions to address areas of concern.
- Receive and review the Adopt London West service delivery risk management matrix, together with identified mitigating actions.
- Report to the Adopt London West Board any future service specific requirements or other significant issues requiring discussion and decision by the Adopt London West Partnership Board.
- Scrutinise service quality via:
  1. Anonymised case audits
  2. Findings from service led case audits and staff file audits
  3. Customer feedback (including complaints, concerns and compliments)
  4. Stakeholder feedback including health, schools, courts etc.
  5. Panel recommendations, panel schedules and panel chairs' appraisals
  6. Findings from Delegating Authority and VAA case reviews
  7. Ofsted inspection outcomes and action plans from other agencies.

## 7.9 Chair

7.9.1 The Quality Assurance Group will be chaired by Head of the RAA

## 7.10 Membership

7.10.1 Members of the quality assurance group include:

- RAA Service Manager & staff representatives
- RAA Performance lead
- Panel Chairs
- Delegating Authority heads of service
- Virtual head teacher representatives
- Health partners
- VAA /Provider representatives
- Service user representatives

## 7.11 Frequency



7.11.1 The Board will meet bi monthly for the first 6 months following implementation, then move to quarterly meetings thereafter.

## 7.12 **Annual review meeting**

### 7.13 Purpose of the Group

7.14 The Annual Review Meeting will be an expansion of the Adopt London West Board meeting that will include Cabinet Lead Members and DCS's. This meeting will act as the primary vehicle to discuss, further develop and agree the strategic and specific objectives for the year ahead.

7.15 The Annual Review meeting will be held in accordance with the terms detailed within the Joint Partnership Agreement. Past performance will be reported, with summary of the highlights and lowlights of the year, but the focus will be on supporting the continued development of adoption services within the west London region, whilst ensuring alignment with partner organisations aims, objectives, and budgetary capacity.

### 7.16 Aims of the Annual Review Meeting

- Assess whether the Partnership Agreement is operating in the most satisfactory manner
- Assess whether the services are being delivered to the Partnership Agreement standard
- Review the RAAs performance of adoption services in the previous contract year against the performance indicators set
- Review performance against the annual budget for the previous Year, together with a review of the proposed budget for the following contract year
- Review the Councils' performance of the co-dependencies that affect the overall performance of adoption services within the West London region
- Consider any proposals from partner Councils relating to possible contract variations, and note any variations agreed at the quarterly Adopt London West Board meetings.
- Agree any proposed changes to the Services Specification, the Financial Mechanism, and the Performance Indicators for the following Contract Year
- Confirm the Contract Sum payable by the respective Councils to the Adopt London West for the next contract year

### 7.17 Ways of Working

- The Annual Review Meeting of the Adopt London West Board will be held no later than one full calendar month following the expiry of twelve (12) months from the Services Commencement Date
- Members of the Board will receive papers two weeks before the Annual Review Board meeting

### 7.18 Chair

The Annual Review Meeting of the Adopt London West Board will be chaired by the Host DCS.

### 7.19 Membership

- Directors of Children's Services (All LA's)
- Cabinet Lead Member Children's Services (All LA's)
- Chief Finance Officer- Ealing

### 7.20 RAA staff meetings

7.21 There will be a number of internal staff meetings within the RAA that will feed into all aspects of the strategic and quality assurance governance. Exact details of these meetings including, memberships, frequency, purpose and standing agendas, will be co-designed and agreed with staff by the Head of the RAA.

## **Schedule 9**

### **Information to be disclosed by Partner Transferors relating to employees**

#### **Personal details**

Full name

Sex

Date of birth

Home address

Job title and Full Job Description (written job descriptions to be provided if in existence)

Work location

National Insurance Number and table letter

Bank account details for payment of salary

#### **Remuneration and personnel issues**

Date continuous employment commenced with the Partner Transferor and (if applicable) the commencement dates in local government

Contractual Notice to be provided by the Partner Transferor and Employee upon termination

Normal retirement date

Annual salary and rates of pay band/grade

Shifts, unsociable hours or other premium rates of pay

Hours of work

Overtime history for preceding 12 month period

Allowances and bonuses for preceding 12 month period

Outstanding loan/advances on salary or debts

Sickness absence and disciplinary records for immediately preceding two year period

Any performance assessment or appraisal details

Car allocation and/or allowance details

Details of any written grievances submitted for the preceding two year period

Details of any material breaches of employment contracts

### **Pensions**

Details of scheme, and individual/employer's contributions

Confirmation that employer contributions have been paid in full.

Details of any current or pending applications for early retirement

### **Leave**

Annual holiday entitlement and accrued holiday entitlement

Those currently on maternity leave or other long term leave of absence with details of the nature of their illness and the duration and dates of their absence due to that condition.

Those who have notified the Partner that they are pregnant

Those on sick leave

### **Other information**

Existing training or sponsorship commitments

Details of any active disciplinary/inefficiency/competence or grievance proceedings or any matters which may give rise to such. Details of any existing or potential claims made by the employee against the employer including any court, employment tribunal or arbitration claims or any matters which may give rise to such.

Details of any enquiry, correspondence or contact between the Partner and the Commission for Racial Equality, the Equal Opportunities Commission, the Health and Safety Inspectorate and the inland revenue concerning Transferring Employees.

Details of any court judgment or current employment tribunal award in respect of any Transferring Employee.

Existence of any secondment arrangements

Existence of any arrangements for deductions from pay e.g. court orders, union subscriptions, student loans, family tax credit or any other similar deductions

Details of any policies relating to equal opportunities, disciplinary and grievance procedures, maternity and paternity provisions, flexible working, redundancy procedures and payments, redeployment, sickness absence and sick pay entitlement and retirement.

Details of enhanced DBS checks for all staff with the exception of business support staff.

A copy of any job evaluation scheme.

### **Dismissals**

Details of all dismissals / resignations within the last 12 months including reasons for the dismissal / resignation

Details of all employees recruited within the last 12 months.

### **Collective bargaining**

Details of the names of the trade union and other employee representatives.

Details of any trade union recognised by the Partner, giving the date and details of the recognition agreement (and a copy if available) and any pending negotiations.

Details of any other agreement, whether local or national with any trade union or other body of employee representatives (and copies if available) including any informal recognition and procedure arrangements and other arrangements honoured by 'custom and practice'.

Details of which, if any, of the terms of any collective agreement from part of individuals' terms and conditions of employment.

### **Working Time Regulations 1998**

Copies of any individual, collective and workforce agreements entered into pursuant to the Working Time Regulations.

### **Health and Safety**

Details of any health and safety committee / representatives.

Details of any health and safety complaints or recommendations over the last 5 years.

### **Trainees/Consultants**

Details of all individuals working on training, work experience or similar schemes

Details of all consultancy agreements and self employed personnel who are or may actually be employees.



**Schedule 11**

**Adopt London West RAA**

**Privacy notice**

Your personal information is important to us and this Privacy Notice is designed to explain how information about you is used and your rights regarding it. We will ensure that the data you give us is processed in line with our organisation's data protection policies and in

line with your rights under the EU General Data Protection Regulations (GDPR) and the Data Protection Act 2018.

Article 5 of GDPR provides the Principles relating to processing of personal data. Personal data shall be:

- Processed lawfully, fairly and transparently
- Collected for specific explicit and legitimate purposes
- Adequate, relevant and limited to what is necessary
- Accurate and up to date
- Kept for no longer than is necessary
- Kept securely

### **Who are we?**

Adopt London West is a Regional Adoption Agency offering adoption and special guardianship support services for the West London region. Hosted by Ealing Council, Adopt London West is a partnership comprising of the London Boroughs of Brent, Ealing, Hammersmith and Fulham and Hounslow. As the 'host' of the Adopt London West RAA Ealing Council will act as the 'data controller' for any personal data that you provide us.

Ealing Council has a Data Protection Officer who has been notified to the Information Commissioner's Office (ICO).

The responsibilities of the Data Protection Officer are:

- to advise on how to comply with our data protection obligations and an individual's data rights
- help monitor how we comply with our obligations and your rights, and
- is the contact for the ICO.

Should you wish to find out more about Adopt London West/Ealing Council's data protection policies please contact our Data Protection Officer as outlined below.

### **What kind of information do you collect about me?**

To deliver the services of the Adopt London West Regional Adoption Agency we need to process personal data about prospective adopters, special guardians, children who we are family finding for and who have been placed for adoption or with special guardians. The



legal basis we rely upon for processing personal data about prospective adopters is consent. We collect and use your data for the following purposes:

- To progress your adoption enquiry or application to adopt.
- During the assessment process.
- During the family finding process when working with other Regional Adoption Agencies.
- We may also use the personal data of adopters or special guardians to send communications such as advice, guidance and newsletters about the adoption and special guardianship support services we offer.

### **What do you do with information about me?**

To deliver adoption and special guardianship support services it may be necessary for us to share personal data about prospective adopters and children placed for adoption or with special guardians with the following:

- With relevant agencies and organisations to verify the information that you have provided. For example, to undertake statutory checks such as Disclosure & Barring Service (DBS) or medicals.
- Independent adoption panel members who are responsible for assessing the suitability of prospective adopters to adopt a child.
- Other local authorities with statutory responsibility for safeguarding children and for delivering adoption services.
- With social workers and other Adopt London West staff who need to access information to support the adoption process.

We will not share your personal data with other organisations without a legitimate lawful reason to do so.

### **Don't you need my permission to keep and share information about me?**

We would need your consent if the LA's legal basis for collecting and processing your personal information is Consent.

Although your information is confidential, we may have to share information about you/your family without your permission. We may need to share your information in certain circumstances, such as child protection matters, where we are legally obliged to share information without your consent.

Where this is necessary we are required to comply with all aspects of the data protection legislation.

You can withdraw your consent by contacting Adopt London West on [0208 825 5241](tel:02088255241) or [west@adoptlondon.org.uk](mailto:west@adoptlondon.org.uk).

### **How do I know the information about me is kept safely?**

All the information we collect is stored securely on our IT systems and manual filing systems. We have strict procedures for the way this is done. All information about you is treated as confidential and with respect. There are also clear rules and guidance about storing, recording and sharing information which staff receive training on.

We take information sharing very seriously. Appropriate council and health staff are Disclosure and Barring Service checked. Any member of staff who is found to be breaking the rules will be dealt with through appropriate disciplinary procedures.

### **How long will we hold your personal data?**

Records are kept only for as long as necessary, this is either by law or good practice.

Adopt London West will retain your personal data in accordance with Ealing Council's data retention schedule. In some instances, we are required to hold your information for a specific length of time according to Adoption Agency Regulations 2005.

For more information regarding records retention, please see the Ealing Council's corporate Privacy Notice at

[https://www.ealing.gov.uk/info/201045/data\\_protection/1420/privacy\\_statement](https://www.ealing.gov.uk/info/201045/data_protection/1420/privacy_statement)

### **Can I see the information you have collected about me/my family?**

Yes, you can request a copy of the information held. This is called a subject access request under the Data Protection Act 2018 and General Data Protection Regulations which contain certain rights of individuals and their personal data.

### **Exercising your rights**

Under the General Data Protection Regulations and Data Protection Act 2018 you have the following rights:

- The right of access to your own personal data.
- The right to request rectification or deletion of your personal data.
- The right to object to the processing of your personal data.

- The right to request a copy of the information you provide us in machine readable format.
- The right to withdraw your consent to any processing that is solely reliant upon your consent.

Should you wish to exercise any of your rights, you should contact the Data Protection Officer.

### **Your right to complain**

If you wish to complain about the way that your personal data has been handled by Ealing Council, you should write to the Data Protection Officer and clearly outline your case. Your complaint will then be investigated in accordance with the Council's customer feedback procedure.

The Council's Data Protection Officer is Mrs L. Cox, whom you can contact on: [dataprotection@ealing.gov.uk](mailto:dataprotection@ealing.gov.uk) or telephone 0208 825 5124 during office hours.

You can also write to:

Data protection officer  
Ealing Council  
Perceval House  
14-16 Uxbridge Road  
3rd Floor NE  
Ealing W5 2HL

If you remain dissatisfied with the way your personal data has been handled, you may refer the matter to the Information Commissioner's Office whose contact details are below:

Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow

Cheshire  
SK9 5AF

Email: [casework@ico.org.uk](mailto:casework@ico.org.uk)