

Joint Committee of the London Boroughs of Brent, Lewisham and Southwark

Tuesday 15 March 2022 at 6.00 pm

This will be held as an online meeting.

Please note a recording of this meeting will be available for the press and public to access following the meeting. The link to access the recording will be available [HERE](#)

Membership:

Members

Councillor Margaret McLennan (London Borough of Brent)
Councillor Tom Stephens (London Borough of Brent)
Councillor Kevin Bonavia (London Borough of Lewisham)
Councillor Amanda De Ryk (London Borough of Lewisham)
Councillor Rebecca Lury (London Borough of Southwark)
Councillor Darren Merrill (London Borough of Southwark)

Substitute Members:

Councillor Neil Nerva (London Borough of Brent)
Councillor Krupa Sheth (London Borough of Brent)
Councillor Brenda Dacres (London Borough of Lewisham)
Councillor Jonathan Slater (London Borough of Lewisham)
Councillor Stephanie Cryan (London Borough of Southwark)
Councillor Alice Macdonald (London Borough of Southwark)

For further information contact: James Kinsella, Governance Manager
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For electronic copies of minutes, reports and agendas, and to be alerted when the minutes of this meeting have been published visit: **democracy.brent.gov.uk**

Notes for Members - Declarations of Interest:

If a Member is aware they have a Disclosable Pecuniary Interest* in an item of business, they must declare its existence and nature at the start of the meeting or when it becomes apparent and must leave the room without participating in discussion of the item.

If a Member is aware they have a Personal Interest** in an item of business, they must declare its existence and nature at the start of the meeting or when it becomes apparent.

If the Personal Interest is also a Prejudicial Interest (i.e. it affects a financial position or relates to determining of any approval, consent, licence, permission, or registration) then (unless an exception at 14(2) of the Members Code applies), after disclosing the interest to the meeting the Member must leave the room without participating in discussion of the item, except that they may first make representations, answer questions or give evidence relating to the matter, provided that the public are allowed to attend the meeting for those purposes.

***Disclosable Pecuniary Interests:**

- (a) **Employment, etc.** - Any employment, office, trade, profession or vocation carried on for profit gain.
- (b) **Sponsorship** - Any payment or other financial benefit in respect expenses in carrying out duties as a member, or of election; including from a trade union.
- (c) **Contracts** - Any current contract for goods, services or works, between the Councillors or their partner (or a body in which one has a beneficial interest) and the council.
- (d) **Land** - Any beneficial interest in land which is within the council's area.
- (e) **Licences** - Any licence to occupy land in the council's area for a month or longer.
- (f) **Corporate tenancies** - Any tenancy between the council and a body in which the Councillor or their partner have a beneficial interest.
- (g) **Securities** - Any beneficial interest in securities of a body which has a place of business or land in the council's area, if the total nominal value of the securities exceeds £25,000 or one hundredth of the total issued share capital of that body or of any one class of its issued share capital.

****Personal Interests:**

The business relates to or affects:

- (a) Anybody of which you are a member or in a position of general control or management, and:
 - To which you are appointed by the council;
 - which exercises functions of a public nature;
 - which is directed is to charitable purposes;
 - whose principal purposes include the influence of public opinion or policy (including a political party or trade union).
- (b) The interests of a person from whom you have received gifts or hospitality of at least £50 as a member in the municipal year;

or

A decision in relation to that business might reasonably be regarded as affecting, to a greater extent than the majority of other council tax payers, ratepayers or inhabitants of the electoral ward affected by the decision, the well-being or financial position of:

- You yourself;
- a member of your family or your friend or any person with whom you have a close association or any person or body who employs or has appointed any of these or in whom they have a beneficial interest in a class of securities exceeding the nominal value of £25,000, or any firm in which they are a partner, or any company of which they are a director
- any body of a type described in (a) above

Agenda

Introductions, if appropriate.

Item	Page
1 Appointment of Chair	
To confirm the appointment of the Chair for the meeting.	
In accordance with Section 10 of the Joint Committee Terms of Reference the chair should rotate between the appointed members from each Council at each meeting. As this meeting is being hosted by the London Borough of Southwark, the practice is for the chair of the meeting to be appointed from the membership of that authority.	
2 Apologies for Absence and Clarification of Alternate Members	
3 Declarations of Interest	
Members are invited to declare at this stage of the meeting, the nature and existence of any relevant disclosable pecuniary or personal interests in the items on this agenda and to specify the item(s) to which they relate.	
4 Minutes of the Previous Meeting	1 - 8
To approve the minutes of the previous meeting held on Tuesday 12 October 2021 as a correct record.	
5 Provision for Public Participation	
6 Exclusion of Press and Public	
7 Update Report to the ICT Shared Service for the London Boroughs of Brent, Lewisham and Southwark	9 - 292
This report provides an update on the performance of the Shared ICT Service.	
8 Any Other Urgent Business	
9 Exclusion of Press and Public	

No items have been identified in advance of the meeting that will require the exclusion of the press or public.

10 Date of Next Meeting

To note the provisional dates identified for future meetings of the Joint Committee during 2022/23 (Please note: These dates are subject to final confirmation by each respective authority as part of the approval of their 2022/23 calendar of meetings):

- Wednesday 6 July 2022 at 6pm – to be held online Hosted and chaired by London Borough of Lewisham.
- Wednesday 3 November 2022 at 6pm - to be held online hosted and chaired by London Borough of Brent.
- Wednesday 8 March 2023 at 6pm - to be held online hosted and chaired by London Borough of Southwark.

MINUTES OF THE JOINT COMMITTEE OF THE LONDON BOROUGHS OF BRENT, LEWISHAM AND SOUTHWARK

Held as an online meeting on Tuesday 12 October 2021 at 6.00 pm

PRESENT (in remote attendance): Councillor Stephens (Chair – London Borough of Brent) and Councillors McLennan (London Borough of Brent) and Bonavia (London Borough of Lewisham).

Also Present (in remote attendance): Councillor Paschoud (London Borough of Lewisham)

As there were no members in attendance from the London Borough of Southwark the Joint Committee was advised that the meeting was not quorate. It was agreed, however, by those members present that the meeting should continue on the basis that there were no formal decisions needing to be made and any actions agreed during consideration of the main update on the agenda would be subject to formal ratification at the next quorate meeting.

1. Appointment of Chair

RESOLVED that in accordance with Section 10 of the Joint Committee's Terms of Reference, Councillor Stephens (as representative of the hosting Authority – London Borough of Brent) be appointed as Chair for the duration of the meeting

2. Apologies for Absence and Clarification of Alternate Members

Apologies for absence were received from Councillor De Ryk (London Borough of Lewisham).

3. Declarations of Interest

There were no declarations of interest from Members.

4. Minutes of the Previous Meeting

RESOLVED that the minutes of the previous meeting of the Joint Committee of the London Boroughs of Brent, Lewisham and Southwark held on Tuesday 13 July 2021 be approved as a correct record.

5. Provision for Public Participation

No deputations or request to speak were submitted by members of the public.

6. Update report to the ICT Shared Services for the London Boroughs of Brent, Lewisham and Southwark

Fabio Negro (Managing Director of Shared Service) introduced the report to the Joint Committee updating members on key performance areas in relation to the Shared ICT Service (STS).

Members noted the summary of key performance management indicators for the service across all three Councils, which had been included within Appendix A of the update report. In terms of detailed service performance, the Joint Committee were advised that since the last meeting in July 2021:

- During the three-month period between June - August 2021 call volumes had reached 7,500 in June and July but had dropped to around 6,500, in August reflecting the start of the holiday period. Throughout the period open call volumes had averaged 3,500 to 4,000. Whilst untriaged call totals had, at one stage, risen to nearly 1,500 these were now below 300 as the Shared Service continued to work towards reducing and maintaining numbers close to zero by the end of each business day.
- In terms of tickets logged with the shared service these had totalled 32,511 (between June – August 2021) which was an average of 10,837 tickets per month. This compared to 41,502 tickets in the previous period (February - May 2021). These tickets consisted of both service requests and issues, with members noting the detailed breakdown of tickets logged as detailed within section 3.10 of the report.
- Since the last meeting of the Joint Committee, 13 Priority 1 incidents had been logged of which six had been resolved within Service Level Agreement (SLA). This compared to eight Priority 1 incidents in the previous reporting period. There were also seven non STS related P1s resolved by local applications teams within the respective councils, four of which were within SLA.
- Priority 2 and 3 issues within STS queues had seen an average of 52% and 61% compliance with the SLA (against 57% and 67% reported during the previous period). While STS had placed considerable emphasis on improved call management, more complex issues had caused resolution times to increase within this period. Issues relating to the covid pandemic affecting on-site teams had also been experienced, which had impacted on resourcing levels at various times. The position had also been impacted by the significant drain on business as usual (BAU) capability due to the level of key project work being undertaken. This had included work related to the cloud migration project which had also affected the ability to meet defined SLA levels.
- A breakdown of the top six categories for P2 and P3 calls had been provided within section 3.15 - 3.16 of the report. Priority 4 service requests within STS queues for this reporting period had a 63% compliance with the SLA compared with 79% reported during the previous monitoring period.
- Development of the customer service portal Hornbill had continued to progress as noted in 3.19 of the report, with the aim of providing a more user-centric experience and the introduction of more automated workflows designed to speed up the allocation and resolution of incidents and tickets. A trial of the new experience had been completed with positive feedback and whilst initial

release had been delayed in order for final modifications to be made it was anticipated that the new portal would go live before the end of October 2021.

Fabio Negro then moved on to provide an update on the progress made in relation to Cyber Security across the Shared Service. In noting the update provided within sections 3.23 – 3.34 of the report, the Board were informed there had been one low level incident recorded (with no evidence of malicious activity found) during the monitoring period but that no serious cyber security issues had been identified. Work also continued with a third party recommended by the National Cyber Security Centre to proactively monitor the environment across all three boroughs.

Following discussions at the previous Committee in July 2021 in relation to the security of mobile devices, a review had been conducted to ensure sufficient protection was in place. Brent and Lewisham's old smartphone estate had been identified as requiring upgrade as they fell below current security compliance levels with members advised that Brent had now completed their replacement programme and were in the process of updating all compliant devices to the latest iOS version. As Lewisham were currently considering their model around mobile telephony a strategy was currently being developed with Southwark identified as having few outstanding devices which were being managed on a case-by-case basis. In terms of other specific updates, members noted:

- Brent had now received their Public Service Network (PSN) compliance certification with Lewisham also compliant. Further work would be required in relation to Southwark's certification given the legacy estate issues needing to be resolved.
- The ongoing work being undertaken in an effort to manage the number of accounts and standardise the starters, movers and leavers process across all three councils as detailed within section 3.32 of the report.
- The ongoing work being undertaken by STS in conjunction with their mail filtering partner, to monitor and address potential malicious email activity.
- The active programme of work to update security controls and harden infrastructure across all three authorities which had included the deployment of tools to aid both vulnerability management and patching across the server estate. In addition members were advised that the STS have been awarded £100k by the government to help procure additional tools and training in order to combat cyber-attacks.

The Joint Committee then moved on to note the update provided in respect of Continuous Service Improvement within sections 3.35 – 3.37 of the report. Members noted the work being undertaken by the Service Design team focussed around delivery of the list of prioritised service improvements (SIB). This had now started to deliver incremental improvements aimed at reducing the need to contact the Service Desk, through self-service options including password reset, Wi-Fi connectivity, etc. Other key initiatives which had been designed and delivered were detailed within section 3.36 of the report, which members were advised had also included a Service Improvement Backlog Plan being managed by the Service Design team.

In relation to the Audits involving STS, members noted the details provided on the 22 audits which had been undertaken across all three authorities during 2020/21. Of these, six remained with management actions to be completed as detailed within section 3.38 – 3.39 of the report. In addition, members were advised of the programme of audits identified for 2021/22 as detailed within section 3.40 of the report.

Moving on, Fabio Negro then provided an update on the progress made in relation to the Technology Road Map with the focus currently on producing key business cases for infrastructure and Cyber security improvements. Members noted that the business case for the replacement of the F5 Application Load Balancers/Web Application Firewalls had been approved and the procurement completed with implementation due at the end of the year. Also, the roadmap business cases for the Compute and Storage Infrastructure replacement had been completed in order for procurement to progress. As part of the ongoing development of the Roadmap members were also advised of the efforts being made to improve Wi-Fi and remote meeting connectivity across all three authorities following the return of staff to Council offices as part of the ongoing recovery from the pandemic.

In terms of the Target Operating Model (TOM) members noted, as detailed within sections 3.42 – 3.47 of the report, that the structure had now largely been implemented with work underway to recruit to the existing vacancies and embed the new roles and ways of working across the structure. Details on the newly implemented top level structure within STS were set out in section 3.46 of the report with members also advised of the new cross team organisational structure to promote and enhance communication links across the IT Function.

In terms of other updates, the Joint Committee noted:

- The ongoing progress being made in terms of the model for delivery of IT infrastructure support services to Lewisham Homes, as detailed with sections 3.48 – 3.52 of the report, which had now been approved by the Shared Service Joint Management Board and Lewisham Homes. Work was now underway to the plan for the migration of the Lewisham Homes datacentres to the STS and completion of various other projects (including migration to Office 365 and the rollout of laptops to the user base) prior to the final transitioning of support with a final date for this transition to be confirmed pending completion of the various projects.
- The project and procurement updates provided within section 3.53 – 3.68 of the report.
- The details provided in relation to the financial performance of STS as detailed within section 4 of the report. In terms of 2021-2022 this included a forecast overspend of £45k, which related mainly to the cost of agency staff while these positions were transitioned into permanent posts under the Target Operating Model. Members noted that the forecast would be subject to change throughout the financial year as the current projection had been based on P1 and P2 outturn and current service knowledge, with the aim being to address the overspend by the end of the financial year.

Following the Service Performance update provided Fabio Negro invited questions from Members with the Joint Committee discussing the points highlighted below:

- In response to the service performance update, members were keen to not only compare performance in relation to tickets logged with the previous monitoring period but also compared to the same time period over the previous year. Fabio Negro advised that whilst this would be possible there would also be a need to take into account the impact of the pandemic when making such comparisons.
- Referring to the ongoing impact of the pandemic on the performance of the service Fabio Negro highlighted the measures in place to ensure staff across the service were protected and following the relevant guidance. Whilst noting the concern at the increase and impact of untriaged call volumes, members were advised this had not only reflected the impact of covid but also the transition of the team following the restructure under the Target Operating Model, with performance having improved as the new structure was embedded and assurance provided regarding the capacity available across the service, including use of initiatives such as pop up teams. The Joint Committee also welcomed the inclusion of apprenticeships within the service. Members felt it would also be useful as part of future monitoring reports for details to be provided, where available, on the target number and time specified for triaging calls and performance being achieved in dealing with these.
- In response to a query regarding Lewisham Homes, confirmation was provided that the TUPE implications relating to the transfer of support to the Shared Service had been fully assessed with members keen to ensure the go live was achieved as quickly as possible.
- Further details were also sought on the strategy in place to ensure that staff and members across all three authorities were aware of the move to the new Hornbill customer portal and way in which this would operate once live. In response Fabio Negro advised of the plans in place to ensure the necessary information was available for both staff and members, with the system having been designed to provide a more user centric experience and improve the categorisation of calls being logged. As a further issue, details were also sought on the escalation process that would be provided within the new customer portal for service issues and requests logged by members, which Fabio Negro advised had been reviewed in order to ensure a flexible and responsive service was maintained and formalised under the new arrangements. As part of the new system members were advised it would now be possible to identify key stakeholders, with the aim of prioritising requests or issues raised, by role.
- Members were also keen to explore the way in which performance relating to Priority 3 and 4 service requests could be improved with Fabio Negro highlighting, in response, the positive impact which the implementation of the new structure under the Target Operating Model was expected to have moving forward. Whilst it was anticipated that the remaining vacancies within the structure would be filled it was noted these included specialist technical roles which had traditionally been harder to recruit and may therefore require further consideration and review.

- In response to a query raised around progress with the migration of each Council towards Office 365, Fabio Negro informed Members that Southwark had already completed the transition with plans for Brent and Lewisham also being developed for summer 2022. It was, however, noted that this transition would not only involve an upgrade in technology but would also need to be accompanied by wider transformational change across each authority with Peter Gadsdon highlighting the move towards cloud based operating systems such as the new Oracle Cloud system and re-platforming of the Council's website within Brent as an example.
- Support was expressed for the work being undertaken to provide a defined service design model for the enterprise implementation of Zoom in Lewisham as a means of extending the range of online meeting solutions available with members noting this had been designed to ensure the necessary licensing and security measures were in place.
- An update was also sought in relation to any impact which the global shortage in sourcing IT components was having on the Shared Service and supply of IT equipment for users. Members were advised that this had been identified and logged as a current service risk with particular issues being experienced, as an example, with the supply of headsets. Alternative sources of supply were being explored in the short term to assist in addressing demand pending those products currently unavailable being restocked.
- In response to a further query clarification was provided on the accumulated Vodafone credit of £485k which had been referred to within section 4 of the report. Members were advised that this related to credit billed by Brent and Lewisham of which £406k had been offered in settlement.

As no further matters were raised, the Joint Committee completed their consideration of the update report. The Chair thanked Fabio Negro for the updates provided and it was **RESOLVED**:

- (1) To note the update provided and actions being taken in relation to the ongoing performance and delivery of the shared service, as detailed within Section 3 of the report.
- (2) To note the contents of the Performance Pack as detailed in Appendix A of the report.
- (3) As specific actions arising from the update, it was agreed:
 - (a) To ensure that members across all three local authorities within the Shared Service were included as part of the communications and updates due to be issued in relation to the release and operation of the new Hornbill customer portal in advance of it going live at the end of October 21.
 - (b) To provide a comparison (as part of future performance updates) on the overall number of tickets logged by the Shared Service over the current reporting period with those over the same period from the previous year.

- (c) To include (as part of future performance updates) details on the target number and time specified for triaging calls and performance being achieved in dealing with these.

7. Exclusion of Press and Public (if required)

No items were identified at the meeting that required the exclusion of press or public.

8. Any Other Urgent Business

None

9. Date of Next Meeting

Members noted that the next meeting of the Joint Committee had been scheduled for 6pm on Tuesday 15 March 22 – this would be an online meeting to be chaired by London Borough of Southwark.

The meeting closed at 6.55pm

Councillor Stephens
Chair

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	Joint Committee of the London Boroughs of Brent, Lewisham and Southwark 15 March 2022
	Report from the Managing Director of Shared Technology Services
Shared Technology Services Update	
Wards Affected:	N/A
Key or Non-Key Decision:	N/A
Open or Part/Fully Exempt: <small>(If exempt, please highlight relevant paragraph of Part 1, Schedule 12A of 1972 Local Government Act)</small>	N/A
No. of Appendices:	Two Appendix A: Shared Technology Services Performance Pack Appendix B: Revisions to Inter Authority Agreement
Background Papers:	None
Contact Officer(s): <small>(Name, Title, Contact Details)</small>	Fabio Negro Managing Director of Shared Technology Services - Fabio.Negro@sharedtechnology.services

1 Purpose of the Report

1.1 This report provides an update on Shared Technology Services (STS).

2 Recommendation(s)

2.1 The STS Joint Committee is asked to:

- (a) Note the actions being taken in Section 3 – Detail;
- (b) Note the contents of the Performance Pack as attached in Appendix A.
- (c) Note the contents of the revisions to the Inter Authority Agreement

3 Detail

Summary

- 3.01 During the 6-month period (September 2021 to February 2022), for Shared Technology Services logged call volumes were generally between 7,000 and 8,000 tickets per month except for the seasonal drop in December to 5,500. Open calls in STS queues peaked at around 4850 tickets in mid-October. The total now stands at 3,350 – a reduction of 1,500 calls. STS is working hard and devoting additional resources to reducing the numbers of open tickets down towards 1,000 – 1,500 mark, which is an appropriate level for the size of the supported user base.
- 3.02 Hornbill, our customer portal underwent considerable re-development and launched with its revamped interface, more automated workflows and better incident/request categorisation (plus several other enhancements) in late October of 2021. The feedback has been positive and the service design team along with the Change and Problem Manager are constantly working on improvements to further enhance the user experience.
- 3.03 STS have also implemented Azure SMS text alerting to key personnel for critical web site monitoring to give us immediate notifications of web site outages – this has proved to be invaluable, particularly outside of normal business hours.
- 3.04 However, with the emerging situation in Ukraine, NCSC have provided advice on the heightened risk and we're satisfied that we're doing everything we can at this stage. In addition:
- We are actively monitoring access logs to IT systems both on Premise and Cloud.
 - We have accelerated planned IT Roadmap items (via Proof of Concept and Trial phases) for continuous network monitoring & endpoint monitoring and management.
 - As an additional precaution we are writing to our IT suppliers to verify that they are not exposed to higher risks during this situation.
 - We are also using our Information Security for London (ISfL) and Warning, Advice & Reporting Groups to ascertain how others are reacting to the situation.
 - We are working with the partners on auditing their external internet facing websites, to reduce unwanted external services.
 - We are engaging with our security vendors to ensure that our security appliances are configured to industry best practice.
 - We are building up a data obtained from Audits, penetration tests, and continuous scans to gain a base line of our posture and using these sources to develop a Cyber Improvement Plan.
- 3.05 Brent have recently achieved Cyber Essentials accreditation with the work we have collectively completed around out of support systems we are working with Lewisham and Southwark to achieve their certifications.

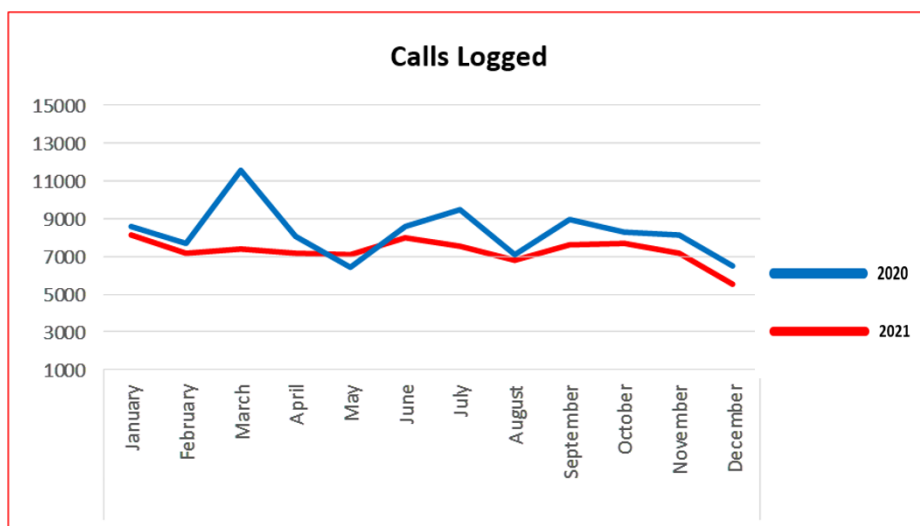
- 3.06 Lewisham Homes will formally transfer services to Lewisham Council on the 1st of April with most services being provided by the shared service.

Service Performance

- 3.07 The shared service logged 72,730 tickets between 1st September 2021 and 28th February 2022 (an average of 12,122 tickets per month) against 32,559 in the last period, June 2021 to August 2021 (an average of 10,853 tickets per month), these tickets consisted of both issues and service requests. Also, for information, for the same reporting period in 2020/2021 (September 2020 to February 2021, 68,222 tickets were logged (an average of 11,370 tickets per month)

- 3.08 This is broken down by (previous reporting period numbers in parentheses).

- Shared Technology Services – 41,867 - an average 6,978 per month (June 2021 to August 2021 22,342 - an average of 7,447 per month, September 2020 to February 2021 47,224 – an average of 7,871 per month). Below is a chart showing a comparison between calls logged per month in the last two years. While call logged volumes have dropped in 2021 compared with 2020, from March 2020 we were dealing with the effects of the pandemic and rolling laptops to ensure everyone could work remotely in a consistent fashion. This led to a different set of problems as people became used to the new environment and working remotely on a full-time basis.



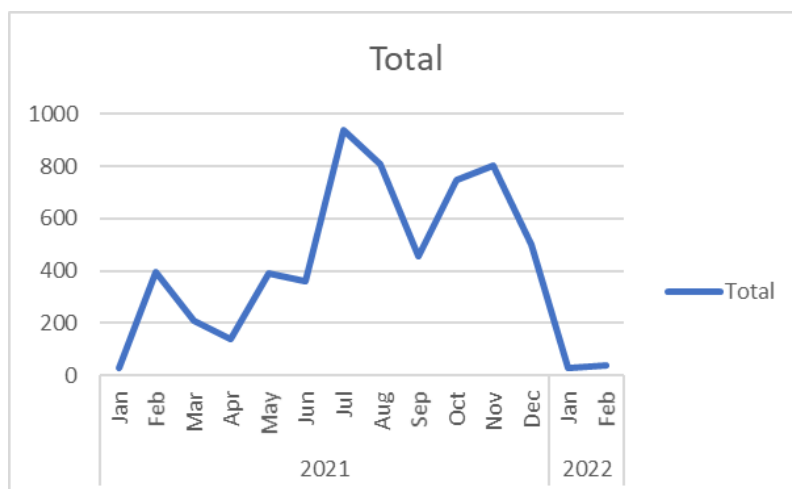
- Brent Applications Teams – 23,372 - an average of 3,895 per month - (June 2021 to August 2021 4,659 - an average of 1,599 per month, September 2020 to February 2021 12,560 – an average of 2093 per month). The main reason for the large increase in numbers here is the new Oracle Cloud System – with over 8,000 tickets logged in this reporting period.

- Lewisham Applications Teams – 5,164 - an average of 861 per month - (June 2021 to August 2021 2,939 - an average of 980 per month, September 2020 to February 2021 5373 – an average of 896 per month)
- Southwark Application Teams (including Infosys on DC Migration project) – 2322 - an average of 387 per month (June 2021 to August 2021 2,477 an average of 826 per month, June 2021 to August 2021, September 2020 to February 2021 2,318 – an average of 386 per month). The higher average in June through to September of 2021 was mainly due to the calls related to the O365 migration work carried out by Infosys.

3.09 Since the Joint Committee last met, there have been 12 priority 1 incidents within STS queues in this 6-month reporting period (compared with 13 in the previous 3-month reporting period), five of which were resolved within the Service Level Agreement. There were also 9 non-STS related P1s resolved by local applications teams within the councils, 7 of which were resolved within SLA.

3.10 During the 6-month period (September 2021 to February 2022), for Shared Technology Services logged call volumes were generally between 7,000 and 8,000 tickets per month with the exception of the seasonal drop in December to 5,500. Open calls in STS queues peaked at around 4850 tickets in mid-October. The total now stands at 3,350 – a reduction of 1,500 calls. STS is working hard and devoting additional resources to reducing the numbers of open tickets down towards 1,000 – 1,500 mark, which is an appropriate level for the size of the supported user base.

3.11 The untriaged call queue is now targeted to close each day with no more than 50 calls. The chart below shows the progress made over the last year in bringing this call queue under control – this has allowed us to set a target of triaging every new call within 20 minutes of being logged. Due to the constraints of the Hornbill service desk tool, we cannot currently calculate an average time for triaging a call.



3.12 Priority 2 and Priority 3 issues within STS queues have seen an average of 53% and 57% compliance with the Service Level Agreements (against 52%

and 61% reported for the previous period). As can be seen, P2 SLA compliance has improved slightly, and although at first sight, P3 performance appears to have worsened, a large part of this can be attributed to reducing the overall open call numbers by 1,500 in this reporting period and the focus of that work has been on closing old calls first (which of course has an adverse effect on the SLA target). There is also still considerable pressure from project work that impacts our performance, but additional engineer resources have been brought in the help combat this.

3.13 STS continues to develop its PowerBI dashboards to give greater insights into the data available from various sources, such as Hornbill, to allow us to understand the issues and “pinch-points” that we face and better target our resources to tackle any problems found.

3.14 The top seven categories for Priority 2 calls (130) resolved in STS Hornbill queues during the period September 2021 to February 2022 are as follows:

Category	Number of Calls
Other	19
Networking - Firewall	9
Network - 3rd Party	8
Server Administration	5
Software/Firmware Fix	5
Advice/Training	5

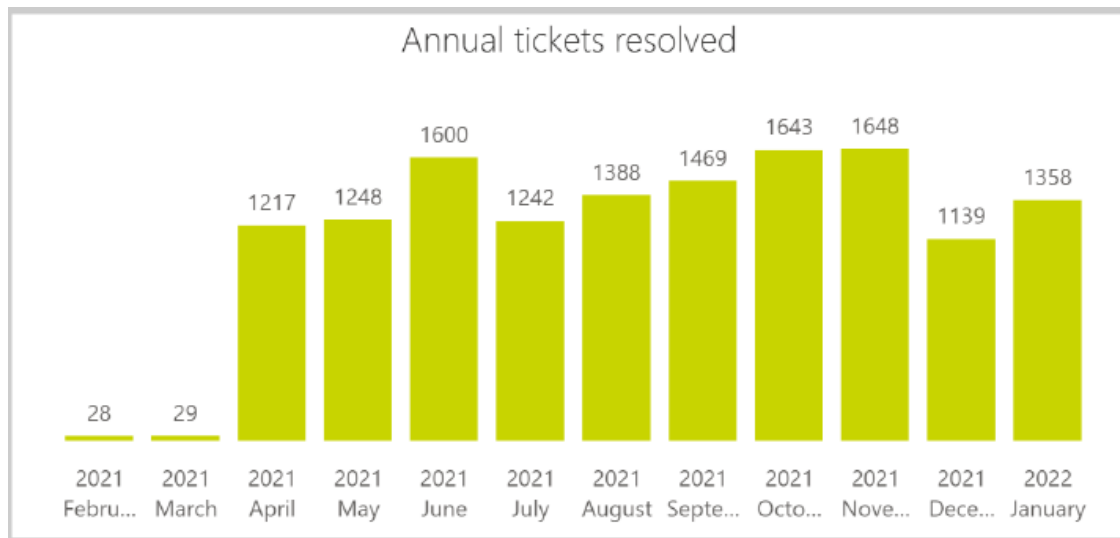
3.15 The top seven categories for Priority 3 calls (18,828) resolved in STS Hornbill queues that required action by STS engineers during September 2021 to February 2022 are as follows:

Category	Number of Calls
Advice/Training given	3,411
Other	2,418
No Action Required	2,319
Software/Firmware fix	2,234
Resolved by 3 rd Party	1,100
Folder/File Issues	731
Hardware	437

3.16 Priority 4 service requests within STS queues for this reporting period have a 65% compliance with the Service Level Agreements (compared with 63% for the previous reporting period).

3.17 Net Promoter score is an industry standard for monitoring the experience of our service. Anything above zero is considered to be good, with above 50% ranked as excellent. In this reporting period, we have achieved 50.1% (compared with 41% in the previous period) - this is detailed in the accompanying performance pack.

- 3.18 Hornbill, our customer portal underwent considerable re-development and launched with its revamped interface, more automated workflows and better incident/request categorisation (plus several other enhancements) in late October of 2021. The feedback has been positive and the service design team along with the Change and Problem Manager are constantly working on improvements to further enhance the user experience.
- 3.19 STS has introduced a queueing system (QMinder) to give those of our colleagues that need IT assistance and more certainty over how long the wait will be to see an engineer. We had a considerable number of “walk-ins” during the pandemic and those numbers will only increase as more of the councils’ staff return to the offices.
- 3.20 Through approved business cases, STS has improved and will be enhancing its infrastructure further. STS has upgraded its SolarWinds monitoring system with additional capacity and capabilities to allow us to receive critical network alerts in a more timely fashion.
- 3.21 STS have also implemented Azure SMS text alerting to key personnel for critical web site monitoring to give us immediate notifications of web site outages – this has proved to be invaluable, particularly outside of normal business hours.
- 3.22 In addition, the new F5 Load Balancing/Web Application Firewall appliances are being implemented currently (week beginning 28th February).
- 3.23 The business case for the replacement of the Brent Civic Centre Wi-Fi has been approved following the successful PoC on the 4th floor and the procurement tender process is in flight.
- 3.24 The Compute and Storage replacement tender process produced six bidders with the final evaluation and choice also taking place during the week commencing 28th February. The business case for the replacement of the Southwark Council Edge switch estate replacement is currently being written.
- 3.25 To complement our enhanced monitoring capability, we have also implemented Azure SMS text alerting to key personnel for critical council public web site monitoring to give us immediate notifications of web site outages – this has proved to be invaluable, particularly outside of normal business hours, allowing STS to resolve issues almost immediately when otherwise we may not have known until the start of the next day.
- 3.26 The service desk support telephone line has been providing a 24x7 service since April of 2021 – it has proven to be both well received and successful. Telephone call volumes are now consistently towards our contracted agreement of 2,000 calls per month, with first-time fix rates of approximately 70%



Data for Feb 2022 was not available at the time of producing this report

3.27 The Rubrik back-up solution continues to reach consistently high compliance figures in the high 90s percentage range. In addition, we are seeing 100% compliance with the migrated O365 workloads of email, OneDrive, Teams data and SharePoint. In addition, STS has carried out a successful DR test of restoring a virtual server from a Rubrik backup into the cloud.

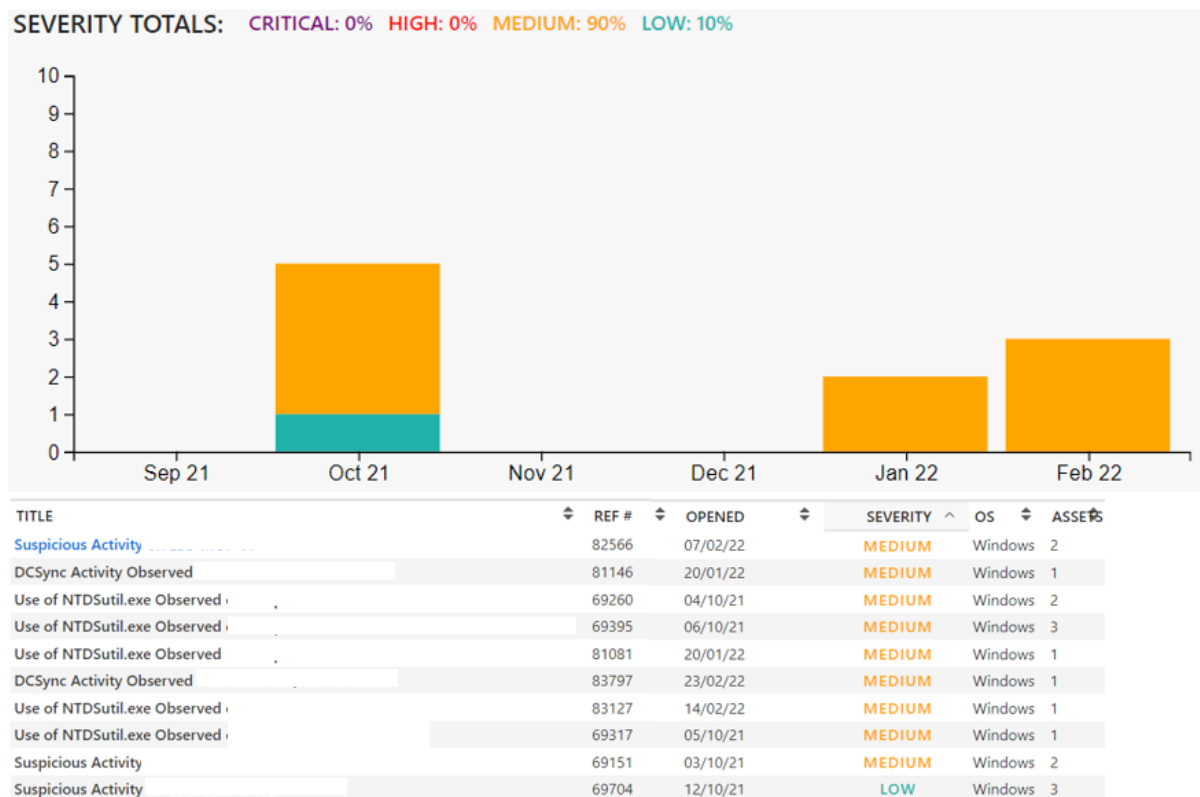
Cyber Security

3.28 During this last period, we have not had any serious, cyber security issues. We continue to work with a third party recommended by the National Cyber Security Centre to proactively monitor our environment.

3.29 However, with the emerging situation in Ukraine, NCSC have provided advice on the heightened risk and we're satisfied that we're doing everything we can at this stage. In addition:

- We are actively monitoring access logs to IT systems both on Premise and Cloud.
- We have accelerated planned IT Roadmap items (via Proof of Concept and Trial phases) for continuous network monitoring & endpoint monitoring and management.
- As an additional precaution we are writing to our IT suppliers to verify that they are not exposed to higher risks during this situation.
- We are also using our Information Security for London (ISfL) and Warning, Advice & Reporting Groups to ascertain how others are reacting to the situation.
- We are working with the partners on auditing their external internet facing websites, to reduce unwanted external services.
- We are engaging with our security vendors to ensure that our security appliances are configured to industry best practice.
- We are building up a data obtained from Audits, penetration tests, and continuous scans to gain a base line of our posture and using these sources to develop a Cyber Improvement Plan.

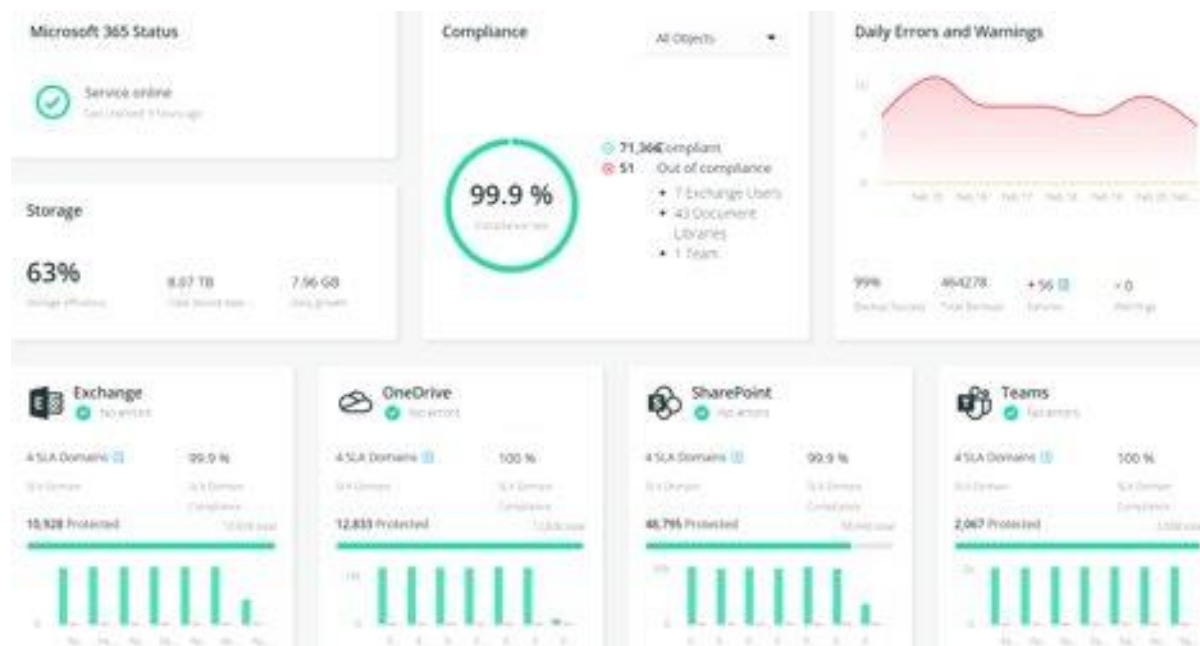
- 3.30 While the number of incidents reported by our security partner had increased to 10 over this reporting period, on investigation, all of the incidents were found to be genuine activities being carried out by STS engineers.



- 3.31 The internal infrastructure was critically behind on some of our security controls and there has been an active programme to bring the infrastructure to acceptable levels. During the coming months, there will be a continued focus on the hardening of our infrastructure. We have now deployed tools to aid both vulnerability management and patching across the server estate. Whilst we have end point protection on Windows server estate, we will be working with F-Secure to deploy this service to the Linux estate. With user laptops we are engaging with Microsoft for a POC to deploy endpoint protection to our estate and maintaining a compliance baseline on all devices. This will feed telemetry data into central security dashboards, alerting us to issues.
- 3.32 Work has continued with DLUHC in response to several high-profile cyber-attacks. This involved responding to surveys covering the following areas of cyber security:

- Identify
- Protect
- Detect
- Respond
- Recover

- 3.33 As part of this work, we have been awarded £100k by DLUHC to help procure additional tools and training to help combat cyber-attacks.
- 3.34 Part of the focus for the Shared Service has been on the Respond and Recover area, given the importance of offline backups in the case of a ransomware incident. The Rubrik backup solution now covers the vast majority of the council on-premise workloads plus those O365 components migrated to the cloud (email, OneDrive, Teams and SharePoint) Backup compliance rates are excellent with successful backups running in the high 90's percent and O365 backups at 99.9% with over 71,000 objects backed up.



- 3.35 Public Service Network (PSN) compliance allows the councils to connect to other government networks such as the NHS and DWP. Brent have recently received their PSN compliance certificate. Lewisham are currently compliant, Southwark have had a health check submission and would likely not be successful, given the legacy estate.
- 3.36 Brent have recently achieved Cyber Essentials accreditation with the work we have collectively completed around out of support systems we are working with Lewisham and Southwark to achieve their certifications.
- 3.37 Payment Card Industry (PCI) is the accreditation required to allow organisations to take electronic payments such as those we have on the website and in libraries. This only applies if the council manage the payment service. Brent and Lewisham are both currently accredited. Southwark are engaging with an assessor to ensure they are compliant
- 3.38 Brent and Lewisham have an old smartphone estate which is being scheduled for upgrade. These devices are falling below current security compliance levels. Brent have completed their replacement programme and are now currently updating all compliant devices to the latest iOS version. Lewisham is

considering its model around mobile telephony and a strategy is currently being developed. Southwark has very few outstanding devices and is being managed on a case-by-case basis.

- 3.39 Work on managing numbers of accounts across the three councils has continued. This limits the possibility of them being exploited and is also important due to licencing and the costs surrounding that. We are also working to standardise the Starters, Movers and Leavers process across the partners to further reduce the number of enabled accounts, improving security and asset management of end user devices such as laptops and mobile devices. All computer accounts with no activity in the last 180 days have been disabled.
- 3.40 Email attacks are still a primary source of concern but STS, in conjunction with our mail filtering partner, continue to be vigilant against potential malicious activity. In the period from the end of November to the end of February (maximum reporting period available), for Brent and Lewisham councils, there were a total of 14.3 million inbound emails, of which only 4.6 million were allowed to reach the internal mail store.

Inbound Email Protection Breakdown



- 3.41 For Southwark council, from end of November to the end of February, there were 7.7 million inbound emails, of which only 2.8 million were allowed to reach the internal mail store

Inbound Email Protection Breakdown

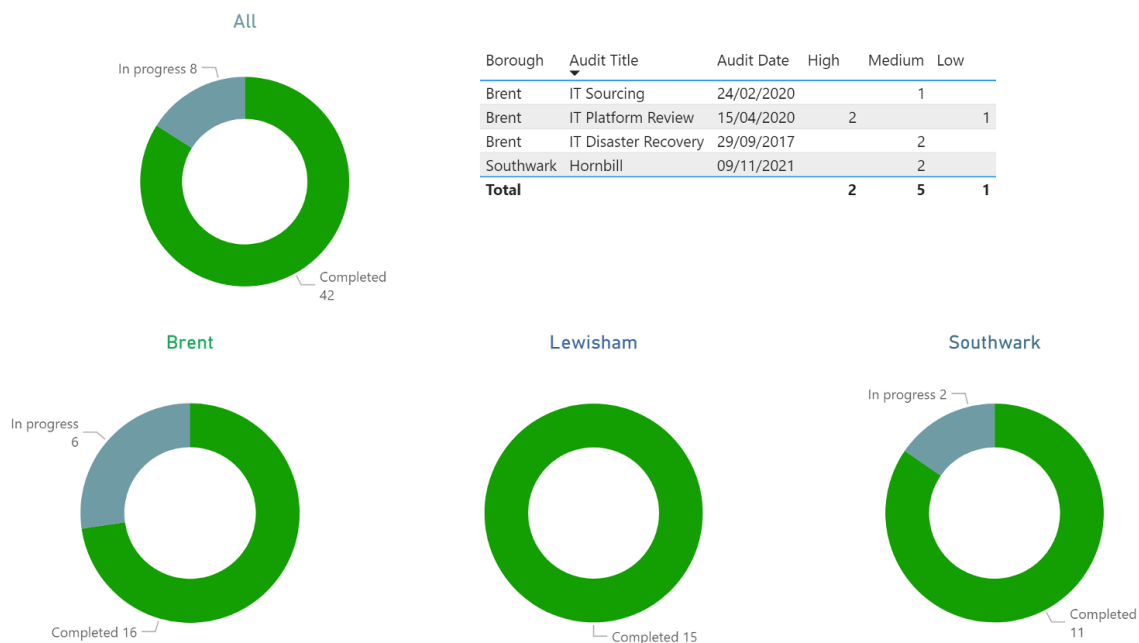


Continuous Service Improvement

- 3.42 Since the last Joint Committee meeting, we have successfully launched a modernised & simplified web portal. The new platform provides much more flexibility on our user experience design, which we have been continuously improving since launch.
- 3.43 Much of the effort in the last period has been to auto-route calls to the appropriate application support team at each Council. This reduces the overall time to resolve issues by eliminating unnecessary manual intervention.
- 3.44 The team have also successfully piloted and implemented QMinder (as referenced in the Service Performance section), to better manage our on-site service and provide our users with more certainty around their expected waiting times.
- 3.45 On work currently underway: The team have started engagement with small groups of councillors, starting in Southwark, to better understand the unique needs of this user group.
- 3.46 A planned change to the user password policy across all three Councils, to align policy with National Cyber Security Centre advice, is now in the implementation planning stage.
- 3.47 Detailed design of a new Starters, Movers and Leavers process is underway in partnership with Brent Council. In Lewisham, similar work will be initiated alongside the LBL Oracle Cloud improvement programme. In Southwark, final testing is underway for a New Starter form, which automates some of the profile and user ID creation.

Audits

- 3.48 In 2021/2022, STS has undertaken 8 audits across all three councils. There is one remaining audit due for completion in March 2022:
- Lewisham – **Cyber Security**
- 3.49 We are awaiting final reports on the following recent audits:
- Brent – **Cyber Remote Working**
 - Lewisham – **Information Security Arrangements**
 - Southwark – **Disaster Recovery**
- 3.50 Recommendation Actions progress summary:



Brent – IT Asset Management

This review was performed to assess the design and operating effectiveness of the IT Asset Management controls in the Shared Service.

<i>IT Asset Management Policy (ITAM)</i>	High	In progress.
<i>Reconciliation of IT Assets</i>	Medium	Management actions agreed, final report issued.
<i>IT Asset Management Reporting</i>	Medium	Management actions agreed, final report issued.
<i>HR & IT Asset Management Workflows</i>	Medium	In progress.
<i>Training and Awareness on IT Asset Purchases</i>	Low	Management actions agreed, final report issued.

Brent - IT Platform Governance review

This audit is to ensure that IT platforms (Microsoft Windows) have appropriate governance, operational and security controls and that the security configurations are maintained and kept updated.

<i>Changes to Configuration Settings</i>	High	In progress.
<i>Monitoring of User Activity</i>	High	In progress.
<i>Unsupported Operating Systems</i>	Low	In progress.

Brent - IT Disaster Recovery

The objective of this review is to evaluate the design of the Shared Service's IT DR planning framework and processes to assess whether they are appropriate, complete and robust, and to explore whether there is sufficient assurance that the arrangements will operate in practice.

<i>Regular review of systems priority</i>	Medium	In progress.
<i>Recovery order of applications</i>	Medium	In progress.

Southwark – Hornbill Service Review

The purpose of the audit is to provide assurance over the design and operational effectiveness of the Council's IT Service desk (Hornbill) operations, which will only include a review of IT security related tickets raised through the service desk.

<i>Closure Categories</i>	Medium	In progress
<i>Quality Checks</i>	Medium	In progress
<i>Reporting</i>	Medium	In progress

3.51 STS has met with the council IT Directors and audit departments agreed the following audits for 2021/2022.

Audit name	Borough Lead	Comments	When
Cyber	Brent	Brent leading as have already undertaken Cyber workshop and all boroughs will be part of the scoping the audit.	Completed, awaiting final report.
STS Maturity	Lewisham	Lewisham Audit to share initial scope with other two councils.	Deferred to 2023/24
Office 365	Lewisham		Deferred to 2023/24
Information Security Arrangements	Lewisham	Wide scope from cyber to back up Lewisham audit is refining scope.	Completed, awaiting final report.
Cloud	Southwark	Once the DC migration has been completed and bedded in.	Deferred to 2023/24
DR audit	Southwark	Differs from the 2020/2021 Brent DR audit as Southwark has slightly different infrastructure. Southwark auditors to scope out.	Completed, awaiting final report.
Service audit	Southwark	Scoped and commencing w/c 4 th Oct 2021	Completed

- 3.52 Co-ordination & Planning for 22/23 audits has begun. The three partner councils have agreed to jointly review the STS Risk Register and identify areas where an audit would be appropriate, taking into consideration when the subject area was last audited.
- 3.53 The objective is to co-ordinate and share audit findings between the three partner councils; reducing repetition and unnecessary spend.

Road Map

- 3.54 The roadmap business case for the Compute and Storage Infrastructure replacement have been completed and we are now in final stages of procurement.
- 3.55 An study on our Asset Management needs and potential solution options has been completed, with a business case due shortly to initiate project work.
- 3.56 Requirements gathering and costing for a campus network refresh for Southwark sites, planned in the Roadmap, is underway.
- 3.57 Re-profiling of planned roadmap activities for FY22/23 has been completed.

Lewisham Homes

- 3.58 Lewisham Homes will formally transfer services to Lewisham Council on the 1st of April with the majority of services being provided by the shared service.
- 3.59 STS and Lewisham Council have produced a report for the provision of IT infrastructure support services for Lewisham Homes that was taken to and approved by the Joint Management Board.
- 3.60 The report recommended that the current model of apportionment will continue, and Lewisham Homes will be added to the Lewisham Council contribution to the shared service. Governance will continue as it operates with the same membership. Lewisham Homes will be represented by Lewisham Council.
- 3.61 Lewisham Council has presented its proposal (based on the report) for the model to Lewisham Homes. Lewisham Homes has agreed to the proposal
- 3.62 Deep-dive discovery workshops have been completed by all of the technical infrastructure teams and the service desk. Each team produced a report of technical findings, issues and risks and these were reviewed and signed off by Lewisham Homes.

As well as the technical work streams, activities around contract management, project pipelining and user experience readiness have been taking place. The planned date for the “lift and shift” of the kit from the existing primary Lewisham Homes hosted datacentre in Greenwich into the STS Brent datacentre is Friday 18th March and then completion over the weekend – 18th/19th. The secondary datacentre (Maidstone) kit will be moved on the following weekend.

- 3.63 Official end user support will begin on April 1st. Lewisham Homes wish to complete some major projects before transitioning those over to STS support. These projects will bring them into line with the current and future strategy of the partners and STS – the two main strands being the migration to Office365 and the rollout of laptops to the user base.
- 3.64 There will not be any TUPE implications to consider for the shared as the potential Lewisham Homes' employees have found alternative employment elsewhere (this was largely due to being offered better remuneration packages). This does mean that STS will need to recruit 5 additional staff provide the necessary infrastructure and service desk support. Agency contractors will be brought on board in the short term while recruitment takes place. Lewisham Homes has also agreed to fund an additional two service desk staff for 2-3 months to ensure support is available and ready on day one.

Project Updates

- 3.65 There are 42 STS in-flight projects across Brent, Lewisham and Southwark with a further 3 cross cutting STS projects.
- 3.66 STS PMO continue to meet monthly with all Partner Councils to ensure that projects are proactively and efficiently managed.
- 3.67 A major project has been initiated to plan the upgrades for all Out of Support Server Operating Systems (win 2012). This will build on the experience gained during the Win 2008 Upgrade programme.
- 3.68 The number of pipeline projects continues to increase with an increased demand for technical resources which will need to be factored in to costing out projects.
- 3.69 The Cloud programme is expected to complete outstanding migration work by early April 2022. However, there are a number of separate Southwark-run projects that must complete before the data centre exit can be completed. This includes Southwark resolving a number of legacy datasets that were not fully moved to vendor hosting solutions including Pensions, Planning, Document Management for Education. Also removing all user dependence on Citrix. These issues mean Southwark will have to extend the Capita contract beyond March 2022.
- 3.69 Southwark business areas identified an additional 8 applications needing to move in the last 3 months above the planned 23 applications. To date a total of 26 business applications have been successfully migrated with the remaining ones scheduled to completed by early April 2022.
- 3.70 There are now a total of 21 infrastructure applications migrations of which 16 have been successfully completed with the remaining ones scheduled to complete by early April 2022.

- 3.70 Out of a total of 718 servers, in the two Capita data centres around 60% has been decommissioned already with the remaining servers needed until we migrate all live services and datasets. All remaining servers will then be decommissioned on data centre exit

Procurement Updates

- 3.71 A new three-year contract for Proofpoint email filtering and fraud defence has been awarded to Bytes. Commenced 26/02/22.
- 3.72 The three new contracts for end user devices have been awarded and entered with XMA (MS Surface), Computacenter (Lenovo laptops) and SCC (monitors and PCs). Orders are now being placed under these. Lead times continue to be problematic, with laptops being quoted as having a 5–6-month lead time and monitors and PCs 2-4 months.
- 3.73 WiFi for Brent Civic Centre: A contract for the Professional Services and cabling element has been awarded to Unified Consulting. A tender is in progress for the hardware required.
- 3.74 Preparatory work is underway for the re-procurement of a mobile voice and data contract for Brent, Lewisham and the LGA, to include an option for incorporating Southwark at a later date.
- 3.75 Tenders have been received for the five-year compute and storage contract which is currently being evaluated by a panel of STS officers. Several different types of solution have been offered.
- 3.76 Quotations for telephone support have been sought and received and a new one-year contract awarded to Risual Ltd.
- 3.77 A three-year contract for Microsoft Unified Support is currently being procured. Will commence 30/04/22.

Inter Authority Agreement

- 3.78 We ask the Joint Committee to note the IAA Revisions Summary v1.1 which is included in this reporting pack as Appendix B.

4 Financial Implications

- 4.1 The total budget of £14.62M for FY 2021/22 is made up of a combination of non-controllable expenditure of £7.24M and controllable expenditure (staffing and consultancy) of £7.38M.
- 4.2 The YTD spend (April 21 – Jan 22) for FY 2021/2022 is £12.44M against a full-year budget of £14.62M. This full-year budget includes the funding that was approved for the restructure. P1 (April 21) to P10 (January 22) actuals exclude recharges which is made up of bulk stock orders, resource costs that are covered by different funding pots and rechargeable consumables.

- 4.3 STS continues to operate under the improved charging process with the consumable recharges and project costs being stripped out effectively. During FY 2021/22 (April 2021 to January 2022), a total of £7.94M of recharges has been identified and accounted for. This significantly helps eliminate any budgetary pressure STS would have encountered if these costs were absorbed in the core budget for FY 2021/22.
- 4.4 For the year, 2021-2022 the overspend on agency staff costs will be fully absorbed by the net underspend on salaries and other related costs. Hence, there will be no budgetary pressure on account of agency staff costs for FY 2021/22.
- 4.5 Current Covid-19 expenditure across the three partners is £990,990. The total Covid-19 expenditure for FY 2020/2021 was £954,894. The YTD incurred costs for this financial year FY 2021/2022 are £36,096.

5 Legal Implications

- 5.1 This report is for noting. Therefore, no specific legal implications arise from the report at this stage.
- 5.2 Brent Council hosts the Shared ICT Service, pursuant to the Local Government Act 1972, the Local Government Act 2000, the Localism Act 2011 and the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2012. These provisions allow one council to delegate one of its functions to another council as well as allowing two or more councils to discharge their functions jointly with the option of establishing a joint committee. Joint committees can in turn delegate functions to one or more officers of the councils concerned. Decisions of joint committees are binding on the participating councils. However, subject to the terms of the arrangement, the council retains the ability to discharge that function itself.

6 Equality Implications

- 6.1 During the current Covid-19 crisis, the Shared Service has always followed government and council guidelines and policy to ensure the safety of our officers. Those officers in vulnerable categories or caring for others who may be vulnerable; have been working from home at all times. We have maintained a small staff presence at the council head offices, and have provided appropriate PPE equipment, along with social distancing measures at all times.

7 Consultation with Ward Members and Stakeholders

- 7.1 There are none.

8 Human Resources/Property Implications (if appropriate)

- 8.1 Lewisham Homes will be transitioned into support by STS on April 1st 2022. The 5 unfilled positions will transfer over to the shared service as part of this move.

Report sign off:

Peter Gadsdon

Strategic Director of Customer &
Digital Services

Joint Committee Performance Pack

15th March 2022



Joint Committee Performance Pack

Meeting Information

Meeting Date and Time	Tuesday 15th March 2022 18:00 – 20:00
Meeting Location	Tooley Street of Southwark Council

Performance Management

Key Performance Indicators

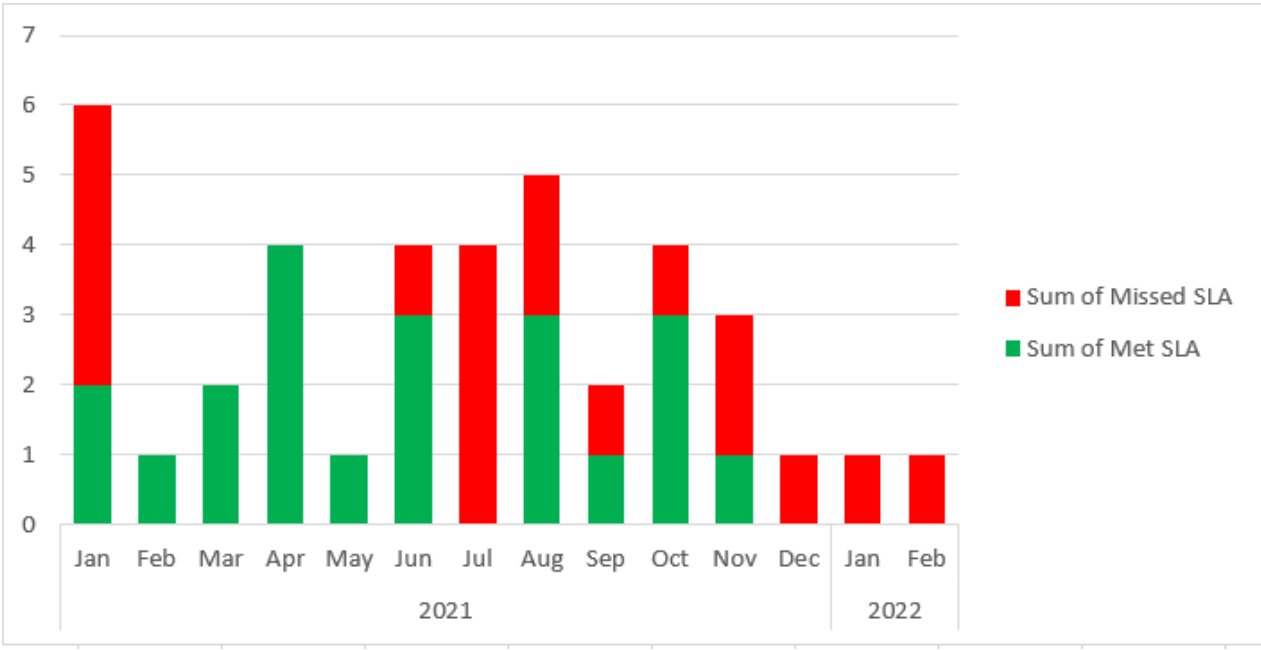
Summary

- There were 12 P1 incidents in this reporting period
- 5 of the P1 incidents were resolved within SLA
- P2 SLA has slightly improved in this reporting period, and while P3 has worsened slightly this is largely due to the large reduction in open call numbers from 4,800 to 3,300 with focus on the older calls. and P4 SLA have all dropped in this period compared with the last report. P4 performance has also improved slightly.
- Net Promoter Score has increased to 50.1% from 40.9%
- No severe STS security incidents in this reporting period

Performance Management

STS P1 - Target ≤3 per month
Resolved within 4 hours

Page 30



Row Labels	Sum of Met SLA	Sum of Missed SLA	Total	Percentage Met	Percentage Missed
2021	21	16	37	57%	43%
Jan	2	4	6	33%	67%
Feb	1	0	1	100%	0%
Mar	2	0	2	100%	0%
Apr	4	0	4	100%	0%
May	1	0	1	100%	0%
Jun	3	1	4	75%	25%
Jul	0	4	4	0%	100%
Aug	3	2	5	60%	40%
Sep	1	1	2	50%	50%
Oct	3	1	4	75%	25%
Nov	1	2	3	33%	67%
Dec	0	1	1	0%	100%
2022	0	2	2	0%	100%
Jan	0	1	1	0%	100%
Feb	0	1	1	0%	100%
Grand Total	21	18	39	54%	46%

Performance Management

STS P2 - Target ≤30 per month
Resolved within 8 hours

Page 31



Performance Management

STS P3 - Resolved within 5 days

Page 32



Performance Management

STS P4 – Target 80% calls fixed within SLA for request type

Tickets Report

Ticket information generated by information from SQL database

Resolved Date

01/09/2021 28/02/2022

Organisation

All

Priority

P4

Team (groups)

SICTS

Team

All

ClosureCategory

All

Logged Date

01/09/2021 28/02/2022

91.59

Average Ticket Closure Time

443

Tickets on Hold

166

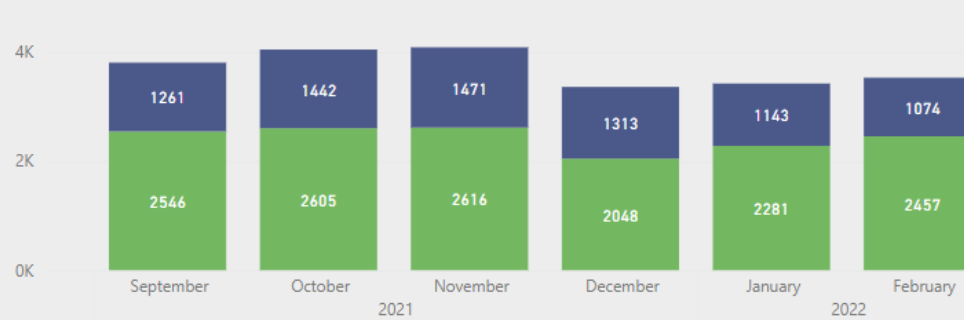
Reopened Tickets

2314

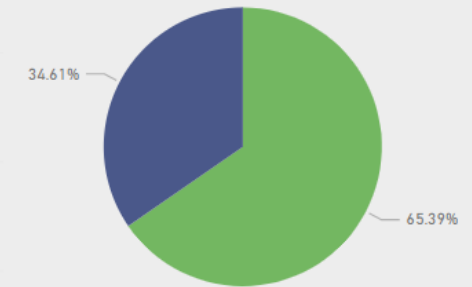
Open Tickets

Tickets Resolved SLA Status

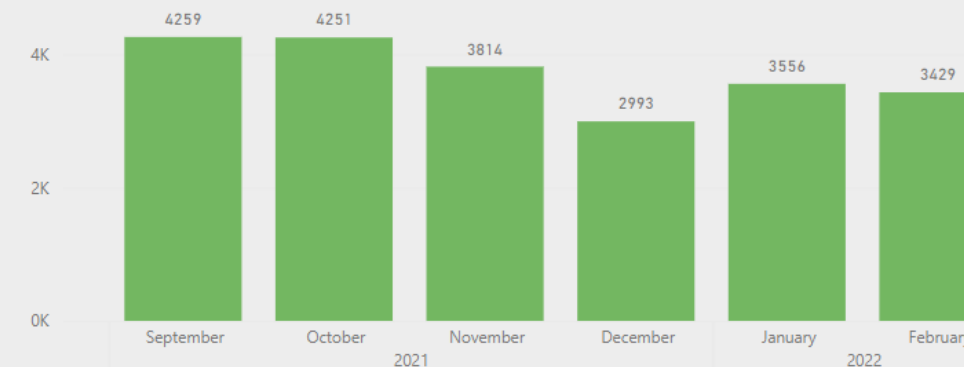
Met SLA Missed SLA



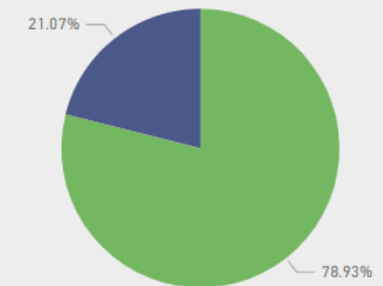
Percentage of Resolved Tickets by SLA Status



Tickets Logged

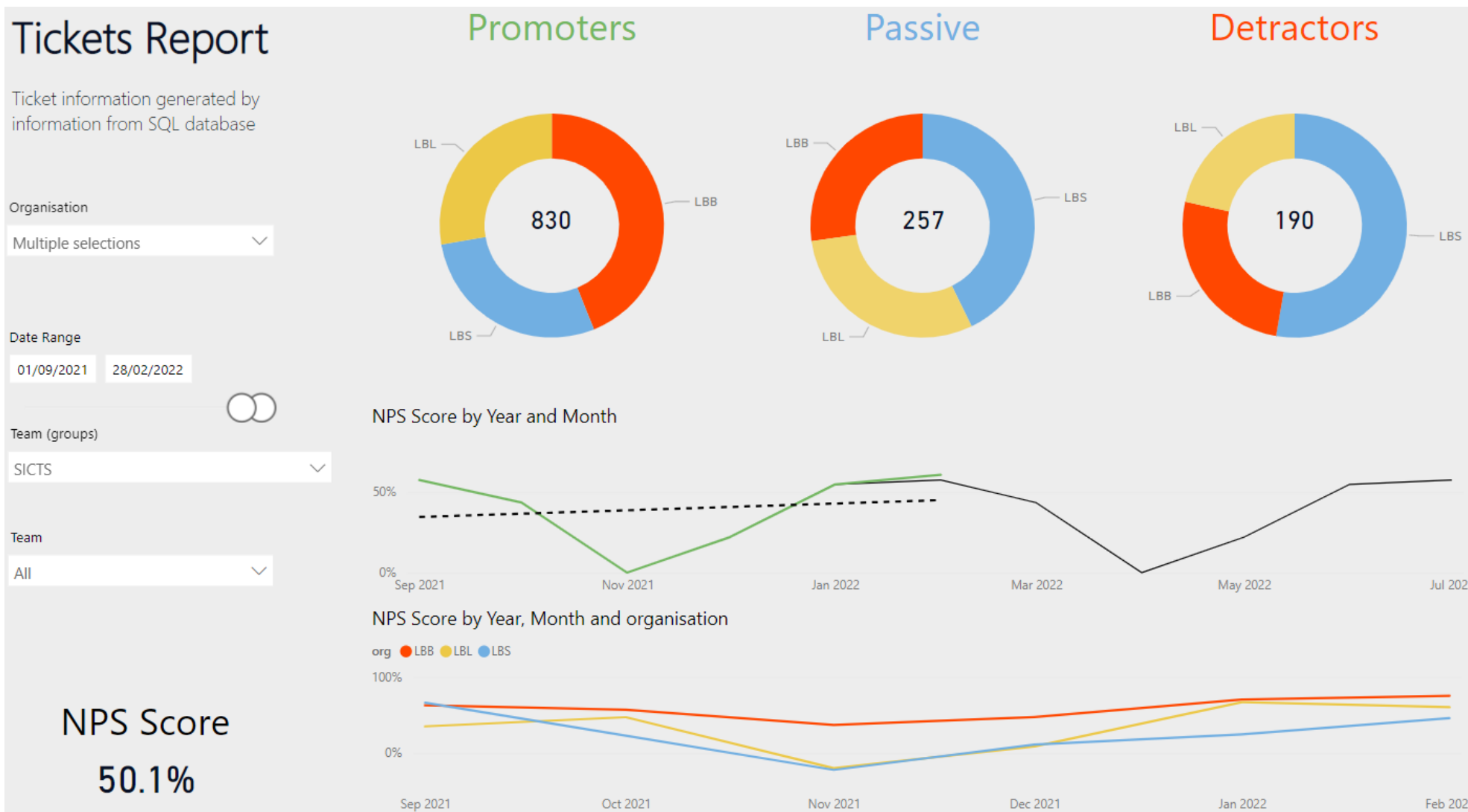


Percentage of Open Tickets by Status



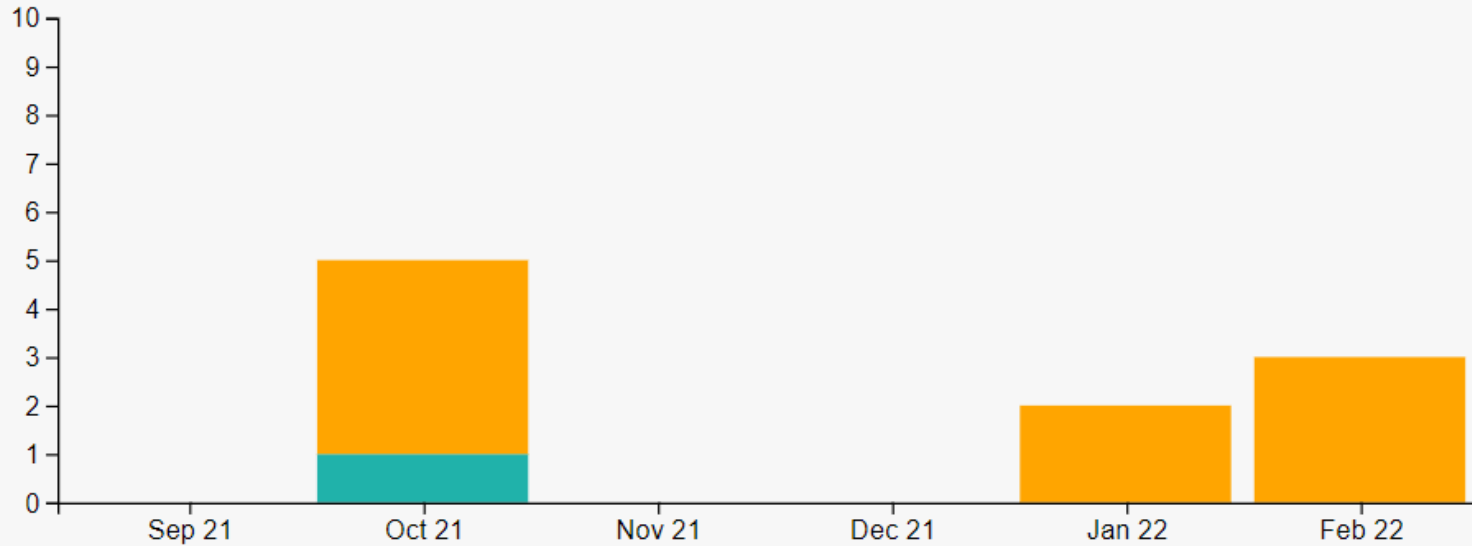
Performance Management – Net Promoter Score

STS NPS – Target >60%



Performance Management (Security Attack Incident Investigations)

SEVERITY TOTALS: CRITICAL: 0% HIGH: 0% MEDIUM: 90% LOW: 10%



TITLE	REF #	OPENED	SEVERITY	OS	ASSETS
Suspicious Activity	82566	07/02/22	MEDIUM	Windows	2
DCSync Activity Observed	81146	20/01/22	MEDIUM	Windows	1
Use of NTDSutil.exe Observed	69260	04/10/21	MEDIUM	Windows	2
Use of NTDSutil.exe Observed	69395	06/10/21	MEDIUM	Windows	3
Use of NTDSutil.exe Observed	81081	20/01/22	MEDIUM	Windows	1
DCSync Activity Observed	83797	23/02/22	MEDIUM	Windows	1
Use of NTDSutil.exe Observed	83127	14/02/22	MEDIUM	Windows	1
Use of NTDSutil.exe Observed	69317	05/10/21	MEDIUM	Windows	1
Suspicious Activity	69151	03/10/21	MEDIUM	Windows	2
Suspicious Activity	69704	12/10/21	LOW	Windows	3

STS Financial Position

Category	Full Year			Year to Date	
	Budget	Forecast	Variance	Actuals	Remaining
FEES & CHARGES INCOME - OTHER	-30,000	-30,000	0	0	-30,000
ICT HARDWARE	25,000	25,000	0	395,624	-370,624
ICT MAINTENANCE AND SUPPORT	5,479,246	5,479,246	0	2,745,145	2,734,101
ICT SOFTWARE	0	0	0	1,613,341	-1,613,341
INTERNAL RECHARGES	594,563	594,563	0	0	594,563
INTERNET COSTS	231,389	231,389	0	75,913	155,476
LAND LINE TELEPHONE COSTS	920,712	999,712	-79,000	1,306,333	-385,621
MISCELLANEOUS EXPENSES	0	0	0	0	0
MOBILE PHONE COSTS	413,040	413,040	0	292,079	120,962
POSTAGE AND COURIER SERVICES	15,000	15,000	0	33,414	-18,414
PURCHASE - EQUIPMENT, FURNITURE AND MATERIALS	0	0	0	0	0
PRINTING	80,102	80,102	0	85,280	-5,178
STORAGE AND ARCHIVING	26,000	26,000	0	11,389	14,611
SUPPLIES & SERVICES RECHARGE	0	0	0	0	0
FACILITIES MANAGEMENT	0	0	0	348	-348
SUBSISTENCE	0	0	0	0	0
SOUND MAINTENANCE	0	0	0	0	0
TEL AND OTHER ACCOMMODATION COSTS	0	0	0	0	0
PHOTOCOPYING	0	0	0	75	-75
RECHARGES - INCOME FROM OTHER	-594,563	-594,563	0	0	-594,563
STATIONERY	0	0	0	-31	31
Total Expenditure	7,160,489	7,239,489	-79,000	6,558,910	601,579
CAR ALLOWANCES	0	0	0	93	-93
SALARIES	4,566,456	3,912,554	653,902	3,192,554	1,373,902
AGENCY STAFF	0	965,687	-965,687	962,311	-962,311
CONSULTANCY FEES	352,936	352,936	0	214,880	138,056
NATIONAL INSURANCE - EMPLOYERS CONTRIBUTION	497,945	443,441	54,504	363,441	134,504
PENSIONS - EMPLOYERS CONTRIBUTION	1,565,494	1,295,197	270,297	1,045,197	520,297
OVERTIME	144,000	70,064	73,936	55,064	88,936
STAFF DEVELOPMENT AND TRAINING	79,543	79,543	0	34,642	44,901
STATUTORY MATERNITY AND PATERNITY PAY	6,000	6,000	0	-5,050	11,050
STAFF RECRUITMENT COSTS	0	0	0	3,069	-3,069
STAFF DISCRETIONARY AWARDS	0	0	0	11,429	-11,429
STATUTORY SICK PAY	15,000	15,000	0	236	14,764
PUBLIC TRANSPORT FOR STAFF	0	0	0	930	-930
MEMBERSHIP AND SUBSCRIPTIONS	0	0	0	0	0
TRANSPORT COSTS - STAFF	0	0	0	211	-211
ESTIMATED COST OF IMPLEMENTING TOM	142,301	142,301	0	0	142,301
STAFF OTHER EXPENSES	7,000	7,000	0	50	6,950
Total BAU Staffing	7,376,675	7,289,724	86,951	5,879,059	1,497,616
Contingency Pot	84,750	84,750	0	0	84,750
Total Contingency Pot	84,750	84,750	0	0	84,750
Total Service Charge	14,621,914	14,613,963	7,951	12,437,969	2,183,945

Summary

The table shows the forecast position for FY 2021/22 for STS. The YTD spend (Apr 21 – Jan 22) for 2021/22 is £12.44m against a full-year budget of £14.62m, with £2.18m balance remaining. This full-year budget includes the funding that was approved for the restructure. The actual expenditure excludes recharges for P1 (April 21) to P10 (January 22) which is made up of bulk stock orders, resource costs that are covered by different funding pots and rechargeable consumables. The actual spend also excludes any capital expenditure incurred during the year.

For the year, 2021-2022 the overspend on agency staff costs will be fully absorbed by the net underspend on salaries and other related costs. Hence, there will be no budgetary pressure on account of agency staff costs for FY 2021/22.

The forecasted outturn for FY 2021/22 is £14.61m. The net underspend (forecasted) for FY 2021/22 is £7.9k.



Risk Management

Cyber Risk – ★NEW★ Russia/Ukraine

Risk and Trend (cause, event, consequence)	Recent developments, progress and concerns	Impact	Probability	Score	Actions	Target Impact	Target Probability	Target Score
<ul style="list-style-type: none"> There is a heightened risk of a Cyber attack from Russia due to the war in Ukraine and the subsequent UK response of sanctions and support 	New risk w/c 28 th February	4	5	20	<p>We have reviewed the NCSC advice issued earlier this week and we're satisfied we're doing everything we can at this stage.</p> <p>In addition:</p> <ul style="list-style-type: none"> We are actively monitoring access logs to IT systems both on Premise and Cloud. We have accelerated planned IT Roadmap items (via Proof of Concept and Trial phases) for continuous network monitoring & endpoint monitoring and management. Whilst these are not in place yet, planning work has begun. As an additional precaution we are writing to our IT suppliers to verify that they are not exposed to higher risks during this situation. We are also using our Information Security for London (ISfL) and Warning, Advice & Reporting Groups to ascertain how others are reacting to the situation. 	4	3	15

Page 37

Risk Management

Key Financial Risks

Risk and Trend (cause, event, consequence)	Recent developments, progress and concerns	Impact	Probability	Score	Actions	Target Impact	Target Probability	Target Score
CPI/RPI/Exchange rate issues – potentially related to EU withdrawal or other global financial impacts. Inflationary Risk	Based on past experience, in particular where supplies and services are sourced from the USA, pricing can be particularly sensitive to exchange rate fluctuations. All contracts let indicate whether they are subject to indexation or not and these will be reviewed for the coming financial year. Updated inflation risk.	3	4	12	Monitor and build indexation into budget forecast.	3	2	6
Back of service maturity around cloud management could see unexpected costs.	The search for a cloud management tool is being conducted and relevant training is being identified.	3	4	12	Tool to be procured via the Tech Roadmap and training to be provided alongside the implementation of the target operating model. Processes to be created for staff.	2	3	6
Base budget insufficient to meet service demands – potentially stems from being a new service with untested service model.	An initial target operating model has been drafted and is now being reviewed along with the restructure to ensure alignment with business objectives. A review of the future 3-5 Year roadmap is underway and impacts of capital and revenue expenditure.	3	2	9	The Target Operating Model is being reviewed to ensure alignment with business and strategic objectives and requirements. UPDATE: Review sessions have been held to identify areas in structure that may need some adjustment.	2	2	4
Unknown or unplanned expenditure may arise from licence shortfalls, warranty or maintenance contracts or changes to service use or growth.	Due diligence was undertaken when partner services were on-boarded however information is considered in part to be of poor quality. We are undertaking a further exercise to identify such information issues and will include the outcome of this work in our reporting. The councils' central finance teams should note risk to base budget and consider contingency mechanism.	4	4	16	UPDATE: Last year we resolved two issues, Croydon Data Centre payments, G2 Agency legal case, Vodafone recovery of discounts. Update organising MS software audit \review to ensure compliance.	3	4	12

Risk Management

Resourcing Risks

Risk and Trend (cause, event, consequence)	Recent developments, progress and concerns	Impact	Probability	Score	Actions	Target Impact	Target Probability	Target Score
Underlying imbalance between service demand and resource levels.	Imbalance is being met with agency staff, impact is continuity of staffing, knowledge and expertise.	4	3	12	New target operating model currently being implemented.	4	2	8
Unable to recruit/retain/afford sufficient skilled and qualified staff to run the service.	The target operating model will look to address the concerns, but it's a common issue where IT salaries do not match local government pay scales.	2	4	8	New target operating model currently being implemented. Work with recruitment consultant for restructure. UPDATE: TOM proving successful in attracting skilled staff. UPDATE: Gaps in the Platform team still the remaining risk	2	3	6
Service fails to meet SLA targets.	Staff overtime is offered but not always taken up due to workloads during the normal day.	4	5	20	UPDATE: SLA's due to TOM implementation and changes in technology has caused the service SLAs to weaken, the expectation is that in the next few months it should improve. UPDATE: Trend on number of open calls and to be triaged has trended down significantly in Q4 2021/22	4	3	12
Projects delayed with subsequent business impact (potential loss of benefits and or financial cost).	Work to develop Project Management Office – formal project management with fully costed project delivery funded by the business. UPDATE: With more focus on triage and P3 call stats projects could be impacted.	3	3	9	Creation of the PMO build a pipeline of projects and align with council priorities. PMO showing pipeline is full and projects need prioritising across the partners UPDATE: Significant progress has been made with resource and project management and project responses are improving.	4	3	12
Sub-optimal service delivery has both financial and reputational implications for the service and wider business.	Review of all process, introduction of the STS PMO and Technology Road Map to build our forward plan whilst rightsizing the service with the Target Operating Model.	4	3	12	Implement PMO, Technology Roadmap and Target Operating Model.	4	2	8

Risk Management

Loss of Service Risks

Risk and Trend (cause, event, consequence)	Recent developments, progress and concerns	Impact	Probability	Score	Actions	Target Impact	Target Probability	Target Score
Hardware, software or 3rd party service failure (e.g. Network goes down, power failure, telephony failure)	STS BC Plan has been reviewed and rewritten. Covid-19 crisis highlighted our BCP capability with over 7,000 users working remotely from March onwards We hold regular service review meetings with our partners (e.g. 8x8, Virgin Media, Rissal, Liberty, Dell)	4	3	12	-Move to cloud-based computing will aid in the reduction of levels of infrastructure. - DR tests to be scheduled and reviewed - Tabletop exercise held with Inf .Teams	3	2	6
Malicious cyber activity impacting ability of ICT services to function normally. (e.g.: Denial of service attack).	-External review and internal audit of BCP completed. -Initials workshop held to identify gaps prior to audit.	4	4	16	-STS are attempting to consolidate the Cyber audits into one. -A Cyber Defence roadmap is being produced to harden the council's infrastructure. Roadmap items for EDR and Central logging Investment in HCI will aid response and recovery UPDATE Southwark have invested in E5 Security (E5 has been referenced in audits for Brent)	2	3	6
Loss or severe impact to ICT service delivery. STS unable to deliver underpinning core ICT services to agreed SLA.	Work in progress to increase core infrastructure resilience and BC/DR exercises to be scheduled.	4	4	12	. Tender for HCI with automated failover and similar to site recovery manager to aid recovery due in next 2 weeks. All services were run from Brent DC to enable full power down of Croydon showed all services running from one site.	2	3	6
Staff (business) unable to access critical ICT services/systems	Brent and Lewisham and Southwark move to laptops, supports home and remote working and reduces reliance on council offices to access services. Line of business applications migrating to Cloud will reduce reliance on SICTS infrastructure.	4	4	12	-DR plans being tested via desk-based activities., Infrastructure tabletop exercise carried out to find gaps. BCP invoked for all three councils during Covid-19 crisis. Extra link needed for DMZ consistency.	2	2	4
Loss of public-facing service provision and communication with residents.	Work required to formalise SICTS response to malicious activity and technical disruptions.	4	4	12	-Brent moving web service to cloud with extra DDOS protection and WAF same as Southwark risk for Lewisham higher. Southwark web site currently hosted in multiple Azure instances. Lewisham website has 2 web front and clustered SQL backend,	2	2	4

Risk Management

Supportability Risks

Risk and Trend (cause, event, consequence)	Recent developments, progress and concerns	Impact	Probability	Score	Actions	Target Impact	Target Probability	Target Score
<ul style="list-style-type: none"> A continued reliance upon legacy systems (hardware, software). In many cases upgrade or replacement of legacy systems will be dependent upon business led demand, resource, support and funding. Lack of succession planning and funding for services. Legacy systems are increasingly difficult and costly to support. 3rd party support where required may cease. Hardware spares may be unavailable. Technical skills to support may become increasing scarce. The business may fail to understand the issues with legacy support and fail to plan, budget and evolve accordingly. Although this is a business risk it often becomes an ICT issue. Increased cost and effort to support. Product compatibility issues. Constraining impact upon ICT and other business areas to adopt more modern technology and ways of working. 	<p>Work in progress to develop technology roadmaps and service plans to support longer term (proactive) planning.</p> <p>Service account managers working within the business to identify and resolve issues where these are identified.</p> <p>Where required, sourcing of appropriate contracts to extend service life support.</p> <p>Full network scanning now in place.</p> <p>Windows 2008 Support Arrangements.</p>	3	5	15	<p>Technology Roadmap and strategies in place, funding to be requested at council capital boards.</p> <p>Investment cases to be produced to gain funding.</p> <p>Reduction in the level of infrastructure and move to the cloud to mitigate legacy hardware.</p> <p>Move to laptop estate and implementation of a Windows servicing plan to address end user computing OS level risks.</p> <p>Ongoing project to remove legacy operating systems from all environments.</p>	3	3	9

IAA Revisions Summary

JANUARY 12 2022



1 Version Control

<i>Version</i>	<i>Summary</i>	<i>Date</i>	<i>Editor</i>
0.1	First Outline	30.07.20	TDG
0.2	Addition of ToR for OMG & more general changes	05.08.20	TDG
0.3	Changes to Service description	06.08.20	TDG
0.4	Changes to Financial Principles	12.08.20	TDG
0.5	Redefinition of SLAs	15.10.20	TDG
0.6	New document template	15.10.20	TDG
0.7	Additional changes to Schedule 3	19.10.20	TDG
0.8	Finalised version to reflect Option 1 of TOM	06.11.20	TDG
0.9	Amended RTO table	11.11.20	TDG
1.1	Final version	12.01.22	FN

2 Document Approval

<i>Version</i>	<i>Date</i>	<i>Approver</i>
1.0	13.11.20	Fabio Negro

3 Table of Contents

1	Version Control.....	2
2	Document Approval	2
3	Table of Contents	3
4	Introduction.....	4
5	Inter-Authority Agreement (Main document)	5
6	Schedule 1 – Partnership Principles	6
7	Schedule 2 – TUPE	6
8	Schedule 3 – Service Description	6
9	Schedule 4 – Conflicts of Interest Protocol	9
10	Schedule 5 – Exit Management Protocol	9
11	Schedule 6a – Governance and Terms of Reference for Joint Committee	9
12	Schedule 6b – Terms of Reference for Joint Management Board	10
13	Schedule 6c – Terms of Reference for Operational Management Group (NEW)	10
14	Schedule 7 – Key Personnel.....	10
15	Schedule 8 – Financial Principles.....	11
16	Schedule 9 – Procurement Protocol.....	13
17	Schedule 10 – Dispute Resolution Process.....	14
18	Schedule 11 – Insurance Liability Scenarios	14

4 Introduction

This document summarises the changes made to the various schedules that comprise the Inter Authority Agreement. Many of the updates are trivial in nature, simply updating the names, dates and people of the service.

The more meaningful alterations, as part of the Target Operating Model, attempts to clarify ambiguities of the past and can be found in:

- Main IAA document
- Service Description, Schedule 3 - Mainly SLAs & KPIs
- Financial Principles, Schedule 8 – Apportionment model changes
- Procurement Protocol, Schedule 9, Page 1, Paragraph 1.8, explained below as this requires a decision:
 - The process and thresholds for approval of spend currently differs in Lewisham from the other two partner councils, whereby any spend over £500,000 must be approved by Lewisham Cabinet.
 - For Southwark and Brent, the threshold for cabinet approval is £2m, and Southwark have delegated the approval of this spend to Brent Cabinet for spend pertaining to the shared service.
 - The result of this difference in threshold and approval governance currently requires approval from Lewisham Cabinet for any Lewisham spend over £500,000 (and Brent cabinet for spend over £2m in either Brent or Southwark), which causes undue delay to some renewals of our larger contracts and could be simplified if Lewisham were to amend thresholds, specifically for STS spend, in line with Southwark and Brent (£2m).

There is also one additional schedule: “Schedule 6c Terms of Reference for Operational Management Group”.

The proposed changes to these sections are in line with the agreed Target Operating Model organisational structure, costs and strategy.

5 Inter-Authority Agreement ([Document Link](#))

Page	Change
ALL	Replaced “Shared ICT Service” with “Shared Technology Services” (185 instances)
ALL	All other references to “Joint Head of ICT” also changed to “Managing Director of Shared Technology Service” (30 instances)
Page 1	Amend year to 2021
Page 4	Amend year to 2021
Page 10	New Commencement Date of this revised IAA of 1 st April 2021
Page 15	Joint Head of ICT role changed to “Managing Director of Shared Technology Services” and section moved to Page 16 to continue alphabetical listing
Page 16	Additional definition of “Operational Management Group”
Page 23, Para 2.1	Added a reference to the original title of “Shared ICT Service”
Page 24, Para 2.5	Replaced “and establish” with “for” and deleted “to be”
Page 25, new Para 3.2	Added a section detailing the review point for the IAA itself, as this was omitted in original IAA
Page 27, new Para 4.3, 4.3.1 and 4.3.2	Added “Operational Management Group” to the Shared Technology Service Governance
Page 55, Para 22.2	Added “, the Operational Management Group”

Page 56, new Para 22.4	Added to set out Councils' responsibility to co-ordinate audit requirement on the Shared Technology Service
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6 Schedule 1 – Partnership Principles

Page	Change
ALL	Replaced “Shared ICT Service” with “Shared Technology Services” (4 instances)

7 Schedule 2 – TUPE

Page	Change
ALL	Replaced “Shared ICT Service” with “Shared Technology Services” (51 instances)

8 Schedule 3 – Service Description ([Document Link](#))

Page	Change
ALL	Replaced “Shared ICT Service” with “Shared Technology Services” (117 instances)
Page 4	Amended opening paragraph to include Southwark. Now reads as “Brent and Lewisham councils established a shared ICT service in April 2016 and Southwark joined in 2017. This includes common ICT infrastructure, service desk covering all aspects of ICT support, associated project management, financial management, procurement, contract management and administration services. Brent employ all staff associated with providing these services. The full cost of delivering the service is shared equally between the three organisations. There are a small number of exceptions to this where the costs of a contract relate specifically to one of the councils, then that contract is managed solely by that council.

Page 4	Deleted “In November 2017, the London Borough of Southwark approached the shared ICT service with a view to joining. Formal approval was granted by all 3 Councils to extend the shared ICT service to incorporate Southwark.”
Page 4	Deleted the following sentence from the introduction section as it’s no longer the case: “A review of this function is underway and the aspiration is to merge this service across both councils to enable a greater resilience in terms of cover arrangements and knowledge sharing across a consolidated team.”
Page 4	Changed to “The Shared Technology service personnel are employed as Brent staff, but its raison d’être is to provide a high-quality service to all three organisations equally. The governance to manage the service is via a shared management board which is overseen by a joint committee.”
Page 4	Updated the section in the introduction regarding Southwark onboarding to be a historic statement.
Page 4	Added a sentence about the re-brand to Shared Technology Service in 2020.
Page 5	Changed PM time to “Core Hours”
Page 6	Tier 0 / 1 / 2 Service table simplified and moved to section 3.1 from its own original section.
Page 7 Section 3.2	Added “an entire council or councils” to describe P1 incidents.
Page 7 Section 3.2	SLAs modified to reflect the SLAs in Option 1 of the TOM proposal, pending approval.
Page 9, Section 3.3	Changed heading of “Operating Hours” to “Service Desk Operating Hours” to clarify what is available outside of working hours.
Page 9, Section 3.3	SLAs modified to reflect the SLAs in Option 1 of the TOM proposal, pending approval.
Page 10	OMG operational reporting is 4-weekly, so KPI changed to OMG, not JMB.

Page 1, Section 3.4	Updated the link to performance dashboard
Page 1, Section 3.4	Removed “NB: Above is a Development link, to be updated. At the time of writing this link is only accessible directly via the Brent or Lewisham network. Once Southwark are on the same network this will be accessible across all of the partner Councils.”
Section 4 onwards	Simplified tables where STS is solely responsible for the service operation.
Page 15 Section 4.2.3	Added Council responsibility for identifying opportunities for improvement in services
Page 33 Section 7.5	Added Council responsibility for upgrades and installations to provide STS with forward notice of need for support.
Page 34 Section 7.6	<p>Removed “(NB:- Until Southwark services are fully migrated and transformed by Shared Technology Service- Data Retention Policy needs to be agreed –this will be subject to how many tapes Southwark wants to maintain/fund)</p> <p>Shared Technology Services are currently waiting for Southwark to provide their current Capita DR arrangements. The ultimate objective is that the RTOs and RPOs per service will replicate those which Brent and Lewisham have.</p> <p>There will be a need to document a transition timeline for the RTO of different services, as we will be implementing additional High Availability (HA) and Resilience measures during the transition of services to the new data centres</p> <p>On the 1st of November Shared Technology Services will not be in position to deliver anything more than the current Capita-managed “as-is” service.)”</p>
Page 34 Section 7.6	Added “The Recovery Time Objective (RTO) and Recovery Point Objective for key services are detailed in the table below. For the purposes of DR RTO, the times quoted are for individual services. In the event of a total loss of all services, it is not expected that we could recover all services within these individual target times.
Page 35 Section 7.6	Revised some of the individual RTO targets to be more achievable and included Southwark.
Page 39 Section 9.3	Added joint responsibility for defining deliverables requirements.

9 Schedule 4 – Conflicts of Interest Protocol

Page	Change
ALL	Replaced “Shared ICT Service” with “Shared Technology Services” (4 instances)

10 Schedule 5 – Exit Management Protocol

Page	Change
ALL	Replaced “Shared ICT Service” with “Shared Technology Services” (94 instances)
ALL	Replaced “Joint Head of ICT” with “Managing Director of Shared Technology Services” (8 instances)

11 Schedule 6a – Governance and Terms of Reference for Joint Committee

Page	Change
ALL	Replaced “Shared ICT Service” with “Shared Technology Services” (3 instances)
Page 6	Updated ToR table with new role titles of attendees
Page 7	Included Governance Arrangements diagram, missing from original

12 Schedule 6b – Terms of Reference for Joint Management Board

Page	Change
ALL	Replaced “Shared ICT Service” with “Shared Technology Services” (7 instances)
ALL	Replaced “Joint Head of ICT” with “Managing Director of Shared Technology Services” (5 instances)
Page 6	Updated ToR table with new role titles of attendees
Page 7	Updated Governance Arrangements diagram to include Operational Management Group and Senior Leadership Team

13 Schedule 6c – Terms of Reference for Operational Management Group (NEW)

Page	Change
ALL	New document to detail Terms of Reference for the Operational Management Group.

14 Schedule 7 – Key Personnel

Page	Change
ALL	Replaced “Shared ICT Service” with “Shared Technology Services” (3 instances)
ALL	Changed role title from “Head of Shared ICT Service” to “Managing Director of Shared Technology Services”.
Page 1	Changed role title from “Head of IT Service Delivery” to “Head of Operations” and amended Post Holder to Kevin Ginn.

Page 1	Changed “Head of Programmes and Transformation” to “Head of Partnerships and Project” and amended Post Holder to “Jo Barker
Page	Added additional role of “Head of Strategy & Technology”, Post Holder “TBC (Vacancy)”

15 Schedule 8 – Financial Principles ([Document link](#))

Page	Change
ALL	Replaced “Shared ICT Service” with “Shared Technology Services” (63 instances)
ALL	Replaced “Joint Head of ICT” with “Managing Director of the Shared Technology Services” (3 instances)
Page 2, Table 1	Added details of the new Apportionment User Numbers and percentage splits
Page 4	<p>Split the apportionment table (Table 2) into three separate tables to show differing methods of apportioning costs:</p> <ul style="list-style-type: none"> • Table 2a shows costs that will be apportioned based on user numbers • Table 2b shows any costs that are charged on a Sole Use basis • Table 2c shows any costs that will be apportioned based on consumption
Page 8, Para 7	Added “subject to demand” to clarify availability of project resources included in staff costs.
Page 9	Removed: “Costs for transitioning the current Southwark ICT service to Brent and the subsequent migration of equipment from Capita datacentres to those managed by Brent will be a combination of one-off costs which

	Southwark will fund and use of the Shared Technology Service project resource which Southwark will contribute to as of the Commencement Date.” as this is an in-flight project and is being delivered.
Page 10	Removed: “TUPE Protected Costs of Transferring Southwark Employees and/or Transferring Previous Southwark Contractor Employees transferring on the Commencement Date will be met by Southwark in the first 12 months following that first Transfer Date. Thereafter they will either cease or be incorporated into Staff Remuneration Costs.” as Southwark transfer is now complete.
Page 10	Removed: “Reorganisation Costs: Any Reorganisation Costs in relation to the first Transfer Date as a result of a reorganisation of the Shared Technology Service Staff, which shall be carried out within 6 months of the Commencement Date, shall be apportioned between Brent, Lewisham and Southwark as follows: Brent shall pay 17% of the Reorganisation Costs; Lewisham shall pay 17% of the Reorganisation Costs and Southwark shall pay 66 % of the Reorganisation Costs.” as transfer and initial reorganisation was completed in 2018.
Page 10, Para 14	Replaced “the transferring Council” with “a transferring Council” to refer to any future transfers into the Shared Technology Service.
Page 10, Para 15	Replaced “subsequent” with “future” to refer to any future transfers into the Shared Technology Service.
Page 10, Para 17.2	Changed the paragraph reference from “31.1.2” to “28.1.2” due to earlier deletions.
Page 10, Para 18.1	Changed the paragraph reference from “17” to “15” due to earlier deletions.

Page 10, Para 18.2	Changed the paragraph reference from “18” to “16” due to earlier deletions.
Page 10, Para 18.3	Changed the paragraph reference from “19” to “17” due to earlier deletions.
Page 12, new Para 27	“Should a partner choose to in-source a previously outsourced service, or agree with another organisation to manage their ICT needs, this should be treated as an uplift to the partner’s apportionment by number of active users, plus other ‘Sole Use’ costs identified.”

16 Schedule 9 – Procurement Protocol ([Document link](#))

Page	Change
ALL	Replaced “Shared ICT Service” with “Shared Technology Services” (13 instances)
ALL	Replaced “Joint Head of ICT” with “Managing Director of Shared Technology Services” (9 instances)
Page 1, para 1.8	<p>The process and thresholds for approval of spend currently differs in Lewisham from the other two partner councils, whereby any spend over £500,000 must be approved by Lewisham Cabinet.</p> <p>For Southwark and Lewisham, the threshold for cabinet approval is £2m, and Southwark have delegated the approval of this spend to Brent Cabinet for spend pertaining to the shared service.</p> <p>The result of this difference in threshold and approval governance currently requires approval from Lewisham Cabinet for any Lewisham spend over £500,000 (and Brent cabinet for spend over £2m), which causes undue delay to some renewals of our larger contracts and could be simplified if Lewisham were to amend thresholds,</p>

	specifically for STS spend, in line with Southwark and Brent (£2m).
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17 Schedule 10 – Dispute Resolution Process

Page	Change
Page 2 & 3	Updated the flow charts to refer to “Shared Technology Services” and with “Managing Director of the Shared Technology Services”

18 Schedule 11 – Insurance Liability Scenarios

Page	Change
Page 2 & 3	Replaced “Shared ICT Service” with “Shared Technology Services” (1 instance)
Page 2 & 3	Replaced “SICTS” with “STS” (12 instances)

Dated

2021

THE MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF BRENT

And

THE MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF LEWISHAM

And

THE MAYOR AND BURGESSES OF THE LONDON
BOROUGH OF SOUTHWARK

Collaboration Agreement
in relation to the provision of a
Shared Technology Service

Index

1. Definitions and Interpretation
2. Establishment of Shared Technology Services
3. Duration of Agreement
4. Shared Technology Services Governance
5. Annual Service Plan, Annual Budget, Annual Service Report and Performance Management Framework
6. Role of Host Council
7. Support Services
8. Managing Director of Shared Technology Service
9. Assets
10. Insurance
11. Costs and Liabilities in respect of Shared Technology Services
12. Funding of Shared Technology Services
13. Audit
14. Withdrawal from Shared Technology Services
15. Termination of this Agreement
16. Matters Requiring Individual or Unanimous Approval
17. Internal Dispute Resolution
18. External Dispute Resolution
19. Notices
20. Information and Confidentiality
21. Data Protection
22. Scrutiny and Audit
23. VAT and TAX
24. Intellectual Property
25. Force Majeure
26. Severability
27. Successors and Assignment
28. Waiver
29. Statutory Duty
30. Relationship of Parties
31. Review, Variation and Fair Dealings

- 32. Third Party Rights
- 33. Entire Agreement
- 34. Whistleblowing
- 35. Further Assurance
- 36. Records and Access
- 37. Jurisdiction
- 38. Civil Contingency & Business Continuity

Agreement Schedules

- Schedule 1 - Strategic Outcomes, Partnership Principles & Behaviours
- Schedule 2 - Employment & Pensions
- Schedule 3 – Agreed Services (Service Description)
- Schedule 4 – Conflicts of Interest Protocol
- Schedule 5 – Exit Management Protocol
- Schedule 6a – Joint Committee - Governance & Terms of Reference
- Schedule 6b – Joint Management Board - Governance & Terms of Reference
- Schedule 7 – Key Personnel
- Schedule 8 – Financial Principles
- Schedule 9 – Procurement Protocol
- Schedule 10a – Internal Dispute Resolution Process
- Schedule 10b – External Dispute Resolution Process
- Schedule 11 – Insurance Liability Scenarios

THIS DEED OF AGREEMENT is made on day of 2021

BETWEEN

- (1) The Mayor and Burgesses of the London Borough of Brent of the Civic Centre, Engineers Way, Wembley, HA9 0FJ (“Brent”) (being the Host Council)

AND

- (2) The Mayor and Burgesses of the London Borough of Lewisham of Laurence House, Catford, London, SE6 4RU (“Lewisham”) (being the delegating Council)

AND

- (3) **The Mayor and Burgesses of the London Borough of Southwark** of 160 Tooley Street, London SE1 2QH (“Southwark”) being the delegating Council)

Individually referred to as a “Council” and together referred to as “the Councils”.

BACKGROUND

- (A) The Councils are local authorities for the purposes of the Local Government Act 1972 and best value authorities for the purposes of the Local Government Act 1999. The creation of Shared Technology Services is to be established by the Councils in exercise of their powers under section 101, 111, 112, 113 and 136 of the Local Government Act 1972, section 3 of the Local Government Act 1999, sections 1 – 8 of the Localism Act 2011 and the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2012 and all other enabling powers.
- (B) Brent and Lewisham established a Shared Technology Services with a commencement date of 1st April 2016. Having successfully transitioned Lewisham to the Brent hosted Shared Technology Services, both authorities have been seeking to expand the service to other partners in order to achieve further efficiencies and economies of scale. Southwark has been considering options for its ICT service since late 2015. The synergies with Brent and Lewisham and the advantages of Southwark joining the Brent/Lewisham Shared Technology Services were considered and work undertaken to develop and agree a shared strategic vision for Shared Technology Services.
- (C) Outcomes from the work including identified business benefits to be achieved were set out in the reports to the three Councils' Cabinets. The respective Cabinets approved the Councils entering into an interim inter-authority agreement which was signed on 31st March 2017. This provided the framework within which all parties were able to explore and define a 3-way shared service proposal.
- (D) The Councils have agreed to establish and to participate in a Shared Technology Services ("Shared Technology Services") to facilitate the joint delivery of their Information, Communications and Technology (ICT) services with a view to their more economical, efficient and effective discharge. Shared Technology Services activities are more particularly detailed in this Agreement.

- (E) Shared Technology Services will be hosted by Brent and, in exercise of their powers under section 101(1) (b) and 101(5) of the Local Government Act 1972 and the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2012, Lewisham and Southwark delegate the delivery of their ICT service to Brent and Brent has agreed to undertake the delegated Agreed Service on the basis set out herein. Further, all the Councils wish to discharge their ICT functions jointly by way of Shared Technology Services. The Councils wish to enter into this Agreement to establish a relationship between them to ensure the collaborative discharge of their respective ICT services.
- (F) Shared Technology Services is considered by the Councils to be an inter authority cooperation and in particular an in-house provision to each of them with the objective of providing ICT services to the Councils to assist them in meeting their public service duties, notwithstanding that Shared Technology Services is hosted by Brent, for reasons including, but not limited to:
- (i) Reserved Decisions in relation to Shared Technology Services are reserved to each of the Councils;
 - (ii) Shared Technology Services is required by the Councils to carry out the tasks as set out in this Agreement and is limited to the business and objectives as set out by the Councils;
 - (iii) Shared Technology Services is considered to be and acts as internal, dependent and subordinate to the Councils and its primary relationships with them are governed by way of this Agreement, which provides a mutuality of obligations and recovery of costs, rather than by way of a contract for services;
 - (iv) Shared Technology Services funding is derived from a financial methodology set out and controlled by each Council as detailed in clause 12 of this Agreement. It is not intended to be a commercial operation nor

does it intend to materially transfer risk from one Council to another other than where it is right and proper to do so. Any contributions made by any of the Councils are intended to represent a fair distribution of the costs of running Shared Technology Services rather than to provide any financial gain;

- (v) Shared Technology Services has been established to operate as an instrument and a technical service of the Councils (including any bodies associated with the Councils or under the control of, or connected or in partnership with the Councils) and the essential part of its activities are to be carried out with them;
 - (vi) the Councils owe each other a duty to be just and true towards one another and act in good faith as detailed in clause 2.6 of this Agreement.
- (G) This Agreement is intended to regulate the provision of the Agreed Services, the business and activity of Shared Technology Services and the relationship between the Councils.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

of this Agreement

- 1.1. The following expressions have the following meanings unless inconsistent with the context

DEFINITIONS

Accommodation	means suitably serviced accommodation for the use of Shared Technology Services as referred to in clause 7.2
Agreed Service	means those Services set out in Schedule 3 which are to be delivered by Shared Technology Services in the manner described in this Agreement and such further services as may be agreed with/by the Councils;
Annual Budget	means the annual budget for Shared Technology Services to be prepared and agreed and approved in accordance with the clause 5 (Annual Service Plan, Annual Budget, Annual Service Report and Performance Management Framework)
Annual Service Plan	means the annual business plan of Shared Technology Services agreed and approved pursuant to clause 5

Annual Service Report	means the annual service report of Shared Technology Services received and approved pursuant to clause 5
Appointed Director	means a director exercising delegated powers and authorised on behalf of the Council he/she represents to act as the Council's representative on the Joint Management Board in all matters detailed within this Agreement;
Appointed Members	means the two elected members from each Council who are appointed to the Joint Committee.
Assets	means all and any assets used in the delivery of the Agreed Services including all items of information technology (including Software), Intellectual Property owned or developed during the continuance of Shared Technology Services and all other equipment supplied by the Councils for use in the delivery of the Agreed Services;
Asset Register	means a register of all the Assets used by the Councils in the delivery of Shared Technology Services;
Auditors	means a person qualified to audit accounts;
Business Day	means any day other than a Saturday or Sunday on which banks are open for domestic business in the City of London;
Change in Law	means the coming into effect after the date of this Agreement of: <ul style="list-style-type: none"> (a) Law other than any Law which on the Commencement Date has been published:

(i) in a bill;

(ii) in a draft statutory instrument; or

(iii) as a proposal in the Official Journal of
the European Union;

(b) any guidance; or

(c) any applicable judgment of a relevant court of
law which changes a binding precedent;

Commencement Date means 1st April 2021;

Commercially Sensitive Information

means any information the nature of which ought
reasonably to be considered as confidential or in
respect of which the Council notifies the other
Councils that disclosure would or would be likely to
prejudice the commercial interests of any person;

Conflicts of interest Protocol

means the conflicts of interest protocol set out in
Schedule 4 of this Agreement;

Consumables

means goods and/or materials used daily in the
day-to day activities of Shared Technology Services

Contracts

means Existing Contracts and New Contracts

Councils

means the London Borough of Brent, the London
Borough of Lewisham and the London Borough of
Southwark and including any other additional
council approved to join Shared Technology
Services;

Data Controller

means:

- i) prior to the GDPR coming into force and becoming applicable within the United Kingdom, the meaning given to such term in the DPA; and
- ii) once the GDPR comes into force and becomes applicable within the United Kingdom, the meaning given to the term "controller" as set out in Article 4 thereof;

Data Processor

means:

- i) prior to the GDPR coming into force and becoming applicable within the United Kingdom, the meaning given to such term in the DPA; and
- ii) once the GDPR comes into force and becomes applicable within the United Kingdom, the meaning given to the term "processor" as set out in Article 4 thereof;

Data Protection Legislation

means the DPA, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations all of which are current at the time of any Processing of Personal Data or relate to privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or any replacement body.

Data Subject	shall have the meaning given to such term in the DPA
Directive	means EC Council Directive 2001/23/EC as amended
DPA/Data Protection Act	means Data Protection Act 1998 or any successor or replacement legislation, including without limitation, the GDPR when it comes into force and applies in the United Kingdom;
Effective Date	means the date of this Agreement
Equipment	means any equipment purchased by Brent on behalf of the Councils or any equipment used in the provision or delivery of Shared Technology Services.
Exempt Information	means any information or class of information relating to this Agreement which may fall within an exemption under FOI Legislation;
Existing Assets	means such assets as are owned or operated by the Host Council for or in relation to Shared Technology Services prior to the Effective Date or such assets owned or operated by Lewisham and Southwark to be transferred to the Host Council prior to the Effective Date for the delivery of Shared Technology Services.
Existing Contracts	means any contracts for services, works, supplies and goods (including Software) entered into by the Host Council for or in relation to Shared Technology Services prior to the Effective Date or any contracts assigned, transferred or novated to it by Lewisham or Southwark prior to the Effective Date.

Exit Period	means the period between the date on which notice under clause 14 (withdrawal) or clause 15 (termination) is received by the Councils and the date on which a Council withdraws or the Agreement is terminated. The Exit Period shall be two years unless agreed otherwise by all Councils.
Finance Officer to Shared Technology Services	means such appropriately qualified duly authorised financial officer of the Host Council;
Financial Principles	means those financial principles (attached in Schedule 8) which are agreed between the Councils as a guide to working together to agree Shared Technology Services Costs, although for the avoidance of doubt to the extent of any inconsistency between Financial Principles and this Agreement, the terms of this Agreement will prevail;
Financial Year	means 1st April to 31st March each year during the Agreement period save for the first and last years which may differ;
Fixed Costs	means those costs required to run Shared Technology Services which do not vary from year to year which are to be apportioned in accordance with clause 12 and Schedule 8.
FOI Legislation	means the Freedom of Information Act 2000 and subordinate legislation made under this and the Environmental Information Regulations 2004;
Force Majeure Event	means any event or occurrence which is outside the reasonable control of the party concerned including but not limited to explosion, malicious damage, acts of terrorism, warfare, fire, flood, violent storm or

	extreme weather conditions, power failure, internet or world wide web failure or interruptions or an disaster natural or manmade.
GDPR	means the EU General Data Protection Regulation 2016/679 or any successor or replacement legislation
Hardware	any and all hardware devices including but not limited to servers, server components, storage devices, tape drives, switches, routers, telephony equipment, computer appliances, personal computers, laptops, phones, mobile communications equipment,
Head of Paid Service	means an officer designated by a Council as the Council's Head of Paid Service in accordance with section 4 of the Local Government and Housing Act 1989;
Host Council	means the London Borough of Brent;
Income	means any income received by Shared Technology Services in any way whatsoever including, as a result of providing services to a third party.
Information Request	means a request for information under the FOI Legislation;
Intellectual Property Rights	means rights howsoever arising and in whatever media including (without limitation) rights in patents, trademarks, service marks, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright (including rights in software), logos, domain names, computer software and

hardware programs and data, and all or any other intellectual property rights whether existing now or created in the future and whether or not registered or capable of registration, database rights, know-how, trade secrets, confidential business information, trade or business names and any similar analogous rights to any of the above, whether arising or granted under the Laws of England or of any other jurisdiction;

Joint Committee

means the Joint Committee established by the Councils to oversee the effective delivery of Shared Technology Services comprising two (2) elected members of each Council as set out in accordance with clause 4 and with the functions listed in Schedule 6a;

Joint Management Board

means the joint management board overseeing the activities of Shared Technology Services as referred to in this Agreement with the functions listed in Schedule 6b and to whom the Managing Director of Shared Technology Services reports.

Key Personnel

means those roles and officers identified in Schedule 7;

Law

means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1979, exercise of the Royal Prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, bye-law, regulatory policy, guidance or industry code, judgement of a relevant court of law, or directives or requirements of any

regulatory body with which the Councils are bound to comply

Managing Director of Shared Technology Service

means the officer appointed with responsibility for leading and managing Shared Technology Services on behalf of the Councils in accordance with clause 8;

New Contracts

any contracts entered into or arranged by the Host Council, solely in accordance with this Agreement, for the purpose of or in connection with Shared Technology Services after the Effective Date

Operational Management Group

means the operational management group that collectively manages the activities of Shared Technology Services as referred to in this Agreement with the functions listed in Schedule 6b, chaired by the Managing Director of Shared Technology Service

Performance Management Framework

means the set of strategies, plans, policies, indicators and performance measures including but not limited to service level agreement key performance indicators referred to in Schedule 3 that are used to monitor how Shared Technology Services is performing

Personal Data

shall have the meaning given to such term in the DPA and GDPR

Personal Data Breach

means

- a) prior to the GDPR coming into force and becoming applicable within the United Kingdom, any unauthorised or unlawful processing, use of, access to, theft of, loss of, damage to or destruction of Personal Data processed in accordance with this Contract; and
- b) once the GDPR comes into force and becomes applicable within the United Kingdom, anything which constitutes a "personal data breach" as set out in as set out in Article 4 thereof;

Processing shall have the meaning given to such term in the DPA and the terms 'Processed' and their derivatives shall be construed accordingly

Procurement Protocol means the procurement protocol set out in Schedule 9 of this Agreement;

Reorganisation Costs: statutory redundancy payments, contractual redundancy payments, and contractual notice pay payable to the Redundant Shared Technology Services 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.

Required Insurances means the level of insurance to be maintained in accordance with clause 10 being individually for each Council

- 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 five million pounds (£5,000,000) in relation to any one claim or series of claims;
- d) Officials indemnity with a cap on liability of no less than five million pounds (£5,000,000) in relation to any one claim or series of claims;
- e) Equipment insurance for Equipment on premises owned or controlled by that Council.
- f) Buildings insurance for any and all premises owned or controlled by the relevant Council where Shared Technology Services Staff are located.

Reserved Decision(s)

a decision regarding Shared Technology Services activities which has been reserved to the Councils jointly or individually and all such Reserved Decisions are as follows:

- a) admit any body as a new member of Shared Technology Services (joint);
- b) adopt the Annual Budget and make any changes to it (joint);
- c) agree the termination of this Agreement pursuant to clause 15.1 (joint);
- d) withdrawal from Shared Technology Services pursuant to clause 14.1 (individual);
- e) alteration of any provisions of the Agreement where such alteration has a material effect

on the Agreed Services and/or Shared Technology Services Cost; (joint)

- f) license, assign or otherwise dispose of Intellectual Property Rights owned jointly by the Councils pursuant to Shared Technology Services arrangements (joint);
- g) authorisation and award of any and all Contracts with a value of £500,000 or more unless otherwise agreed in the procurement protocol (schedule 9) (individual).
- h) dissolution, dismantling, altering or reconstituting the Joint Committee (joint);
- i) restructuring of Shared Technology Services (as established by the present Agreement) either by incorporation of assets into a corporate entity, company or other type of legal entity (joint).

Risk Register

means the risk register to be maintained by the Managing Director of Shared Technology Services and presented to the Joint Management Board

Sensitive Personal Data means

- a) prior to the GDPR coming into force and becoming applicable within the United Kingdom, the meaning given to such term in the DPA; and
- b) once the GDPR comes into force and becomes applicable within the United Kingdom, the meaning given to the term "special categories of personal data" as set out in Article 9 thereof

Shared Technology Service

means Shared Technology Services established jointly by the Councils pursuant to clause 2 and hosted by the Host Council in accordance with the provisions of this Agreement

Shared Technology Services Accounting Policies

means the accounting policies of the Host Council

Shared Technology Services Costs

means all costs of Shared Technology Services, save as may be agreed between the Councils from time to time, which for the avoidance of doubt shall include employee costs, overhead costs of accommodation and Support Services Hardware, Software, 3rd party Contracts and all costs which the Councils agree (acting reasonably) to be costs of Shared Technology Services which will be met by the Councils proportionately in accordance with clause 12

Shared Technology Services Policies and Procedures

means any policies and procedures which the Councils agree should apply to Shared Technology Services Staff or some of them

Shared Technology Services Staff means staff employed or to be employed by the Host Council in Shared Technology Services who work in Shared Technology Services (also referred to as "Staff").

Software

any and all computer programs in both source and object code form, including all modules, routines and sub-routines of such programs and all source and other preparatory materials relating to them,

including user requirements, functional specifications and programming specifications, ideas, principles, programming languages, algorithms, flow changes, logic, logic diagrams, orthographic representations, file structures, coding sheets, coding and any manuals or other documentation relating to them and computer generated works

Subject Access Request means

- a) prior to the GDPR coming into force and becoming applicable within the United Kingdom, any request from a Data Subject concerning his or her Personal Data or its existence or potential existence; and
- b) once the GDPR comes into force and becomes applicable within the United Kingdom, any request from such Data Subject under Chapter III Section 2 (information and Access to Data) thereof.

Support Services

means the services provided by each Council which may be required by Shared Technology Services or more particularly the Host Council, in the delivery of the Agreed Service as referred to in clause 7.1;

Terms of Reference

means the terms of reference underpinning the governance arrangements for the Joint Committee as set out in detail at Schedule 6a;

TUPE

the Transfer of Undertakings Protection of Employment Regulations 2006 as amended by the Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014

Variable Costs means Shared Technology Services Costs other than Fixed Costs, expended by the Council(s) for the provision of Shared Technology Services which, may vary from year-to-year; such costs to be apportioned in accordance with clause 12

Withdrawing Council: a Council which withdraws from the Agreement pursuant to clause 14 of the Agreement.

- 1.2. References to any statute or statutory provision, governmental policy or guidance (including any EU instrument) is a reference to it as it is in force for the time being, taking into account any amendment, extension or reenactment and includes any subordinate legislation made under the relevant statute or statutory provision.
- 1.3. The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- 1.4. Schedules shall form part of this Agreement.
- 1.5. Words importing one gender include all other genders and words importing the singular include the plural and vice versa.
- 1.6. A reference in this Agreement to any clause, paragraph or Schedule is, except where it is expressly stated to the contrary, a reference to a clause or paragraph of or Schedule to this Agreement.
- 1.7. Any reference to this Agreement, or any part of it, or to any other document unless otherwise specified shall include any variation, amendment or supplement to such document expressly permitted by this Agreement or otherwise agreed in writing between the relevant parties.
- 1.8. No rule of construction shall apply to the disadvantage of a party because that party was responsible for the preparation of this Agreement or any part of it.

- 1.9. All definitions in the Agreement and Schedules shall be deemed to apply to the Agreement and all Schedules save where specifically indicated otherwise.
- 1.10. This Agreement may be executed in counterparts each of which when executed and delivered shall constitute one and the same instrument. No counterpart shall be effective until each Party has executed at least one counterpart.

2. ESTABLISHMENT OF SHARED TECHNOLOGY SERVICES

- 2.1. The Councils gave approval for the establishment of the 3-way Shared Technology Services, at the time referred to as the Shared ICT Service, in reports to Cabinet approved by Brent Members at the 19th June 2017 Cabinet, by Lewisham at the Mayor and Cabinet Committee on 19th July 2017 and by Southwark at the Cabinet Meeting on 20th June 2017.
- 2.2. The Councils agree that the following key objectives and overriding principles underpin their collaborative working and the terms of this Agreement as follows:
- 2.2.1. Mutual cooperation;
 - 2.2.2. Accountability;
 - 2.2.3. Transparency;
 - 2.2.4. Mutual benefits; and
 - 2.2.5. Shared risks.

and have agreed the Partnership Principles as set out in Schedule 1 (Strategic Outcomes, Partnership Principles & Behaviours).

- 2.3. Each of the Councils has the power to provide and maintain an in house internal ICT Service by virtue of section 111 of the Local Government Act 1972.
- 2.4. In exercise of their powers as referred to in the Background, the Councils have entered into this Agreement and wish to establish Shared Technology

Services (to fulfil the vision in the Cabinet reports referred to in clause 2.1) and in order to make provision for delivery of a Shared Technology Services to be hosted by the Host Council and to be provided to the Councils.

- 2.5. In furtherance of the powers to provide ICT services and establish Shared Technology Services set out in clauses 2.1 and 2.4 the Councils believe that the arrangements contemplated by this Agreement will allow the Councils to deliver their wider services more effectively and accordingly they agree to enter into this Agreement for Shared Technology Services known as the London Borough of Brent, the London Borough of Lewisham and the London Borough of Southwark Shared Technology Services, or such other name as the Joint Management Board determines (and within this Agreement also referred to as the “Shared Technology Service”) with effect from the Commencement Date.
- 2.6. Each Council covenants with the other Councils that so long as it remains a member of Shared Technology Services it will:
- 2.6.1. be just and true to the other Councils and act in good faith;
 - 2.6.2. as soon as practicable report to the Joint Management Board matters of which it becomes aware which may affect Shared Technology Services or the effective delivery of the Agreed Services;
 - 2.6.3. not allow Shared Technology Services to do any matter which is a joint Reserved Decision without the approval of each Council as required by clause 16;
 - 2.6.4. give all reasonable assistance to the Host Council to allow the best possible service to be delivered to client departments at the Councils;
 - 2.6.5. ensure that Shared Technology Services is engaged appropriately and in a timely manner to allow for its cost effective use;

- 2.6.6. whilst always respecting the need to maintain the obligations of confidentiality and the need to avoid conflicts of interest, facilitate best practice and the sharing of information and knowledge;
 - 2.6.7. seek to maximise efficiencies and aim to achieve a high quality Shared Technology Services and to maximise the use of all resources available and achieve improved efficiency;
- 2.7. The Councils expect that they will commission Shared Technology Services for all services that Shared Technology Services can provide within the agreed scope of Agreed Services in Schedule 3 (Agreed Services (Service Description)) until a notice for withdrawal is given under clause 14 or until termination is agreed under clause 15, save in respect of the following:
- 2.7.1. situations of conflict (and in such event the Managing Director of Shared Technology Services shall source such advice in accordance with Schedule 4 (Conflicts of Interest Protocol),
 - 2.7.2. where there is a compelling business case which is agreed by the Joint Management Board,
 - 2.7.3. as determined otherwise by a Council to meet specific service requirements.

3. DURATION OF AGREEMENT

- 3.1. This Agreement shall come into force on the Effective Date and shall continue until the end of the Exit Period where notice is given in accordance with clause 15 or is otherwise terminated in accordance with the provisions of this Agreement.

4. SHARED TECHNOLOGY SERVICES GOVERNANCE

- 4.1. Shared Technology Services Joint Committee
 - 4.1.1. Subject always to any limitations set out in this Agreement and the Terms of Reference underpinning the governance of the Joint

Committee, including any matter being a Reserved Decision, the Joint Committee shall:

- (a) oversee the implementation of Shared Technology Services through:
 - (i) annually reviewing reports, including performance monitoring reports, from the Joint Management Board
 - (ii) setting the key strategic direction and associated activities for Shared Technology Services
- (b) as stakeholders, provide feedback regarding current arrangements for ICT services & areas for improvement
- (c) act as final arbiter where there is a conflict in either direction or priority of each Council.

4.1.2. Membership of the Joint Committee is two (2) elected Members from each of the Councils.

4.1.3. Meetings will alternate between Brent, Lewisham and Southwark. The initial meeting of the Joint Committee shall take place within six (6) months of the Effective Date and thereafter, they shall occur twice yearly.

4.1.4. The remit and Governance and Terms of Reference of the Joint Committee is set out in detail in Schedule 6a (Joint Committee - Governance & Terms of Reference) to this Agreement.

4.2. Joint Management Board

4.2.1. Subject always to any limitations set out in this Agreement and the governance and terms of reference underpinning the operation of the Joint Management Board, including any matter being a Reserved Decision, the Joint Management Board shall be accountable to the Joint Committee for the implementation of the agreed ICT strategies and delivery of agreed services.

4.2.2. The governance and terms of reference of the Joint Management Board is set out in detail in Schedule 6b (Joint Management Board - Governance & Terms of Reference) to this Agreement.

4.3. Operational Management Group

4.3.1. Subject always to any limitations set out in this Agreement and the governance and terms of reference underpinning the operation of the Operational Management Group, including any matter being a Reserved Decision, the Operational Management Group shall be accountable to the Joint Management Board for the delivery of agreed services.

4.3.2. The governance and terms of reference of the Operational Management Group is set out in detail in Schedule 6c (Operational Management Group - Governance & Terms of Reference) to this Agreement.

5. ANNUAL SERVICE PLAN, ANNUAL BUDGET, ANNUAL SERVICE REPORT AND PERFORMANCE MANAGEMENT FRAMEWORK

5.1. For each Financial Year, the Managing Director of Shared Technology Services will in accordance with the Councils' corporate performance and budgeting cycles cause to be prepared and delivered to the Joint Management Board a draft Annual Service Plan including the draft Annual Budget for that Financial Year and will obtain the Joint Management Board's unanimous approval of the same.

5.2. The draft Annual Service Plan and draft Annual Budget for the following Financial Year will be reviewed in August/September taking into consideration service performance, inflation and other cost pressures in relation to Shared Technology Services, Councils' savings targets, the requirement to increase or decrease resource as a result of changes or planned changes to service requirements or demand and any other factors reasonably considered relevant.

- 5.3. The draft Annual Service Plan and draft Annual Budget requirements, having been agreed by the Joint Management Board, will be recommended to the Joint Committee for their approval no later than 30 November.
- 5.4. Each of the Councils will be responsible for agreeing the ICT budget within their respective Councils which is a Reserved Decision.
- 5.5. For each Financial Year, the Managing Director of Shared Technology Services shall review and propose any amendments to the Performance Management Framework and will obtain the Joint Management Board's approval of the same.
- 5.6. Each Council shall not unreasonably withhold or delay the process for seeking approval of the draft Annual Service Plan, draft Annual Budget or the Performance Management Framework. In any event the draft Annual Budget shall be presented to the Joint Committee no later than 30 November for each forthcoming Financial Year, this being subject to the respective approval of each Council's budget which is a Reserved Decision.
- 5.7. The Managing Director of Shared Technology Services will cause to be prepared and delivered no later than 30 April for the agreement of the Joint Management Board an Annual Service Report for the preceding Financial Year. The Annual Service Report will detail service performance against the agreed Annual Service Plan, Performance Management Framework and ICT strategy.
- 5.8. Shared Technology Services will be monitored by means of monthly service reports presented to the Joint Management Board.
- 5.9. Any variation by a Council to the agreed budget of that Council will be notified to the Managing Director of Shared Technology Services at the earliest opportunity so that, pursuant to clause 12.8, any required changes to service arrangements can be considered and implemented.

- 5.10. The Managing Director of Shared Technology Services will cause to be prepared and delivered every 3 years an additional report which sets out the proposed strategy and technology roadmap for Shared Technology Services.

6. ROLE OF THE HOST COUNCIL

6.1. General

- 6.1.1. Shared Technology Services will, subject to the provisions of this Agreement, be led and hosted by the Host Council and it will conduct itself in the provision of Shared Technology Services in the manner set out in this clause 6. Accordingly, where Shared Technology Services is obliged to act pursuant to this Agreement it will be the Host Council with the support of the other Council(s) who shall endeavor to ensure that it is so provided.
- 6.1.2. The Councils agree that as a matter of general principle the Host Council shall be in materially no worse a position than each and every other Council who is a member of Shared Technology Services solely as a result of it consenting to act as Host Council.
- 6.1.3. All costs incurred by the Host Council in the supply of Shared Technology Services shall be met by the Councils in the manner set out in clause 12.

6.2. Employment of Staff

- 6.2.1. The provisions of Schedule 2 (Employment & Pensions), Schedule 5 (Exit Management Protocol) and Schedule 8 (Financial Principles) shall apply in relation to the transfer and employment of staff to, from and by the Host Council and each Council shall comply with their respective obligations therein.
- 6.2.2. The Host Council will be the employer of all Shared Technology Services Staff. The principle agreed in clause 6.1.2 shall be extended to the Host Council's duty as employer of all Shared Technology Services Staff.

- 6.2.3. Where a restructure of Shared Technology Services Staff is required the Host Council shall undertake such restructure as soon as possible after a Transfer Date (as defined in Schedule 2 (Employment & Pensions)) and in any event within six (6) months of the Transfer Date. The new Shared Technology Services Staff structure must be agreed by the Joint Management Board prior to the restructure commencing. All Reorganisation Costs incurred by the Host Council as a result of the restructure of Shared Technology Services Staff shall be met by the Councils and apportioned as set out in Schedule 8. The relevant provisions in Schedule 2 (Employment & Pensions) shall also apply.
- 6.2.4. Subject always to applicable Law, further Shared Technology Services Policies and Procedures for all Shared Technology Services Staff employed in Shared Technology Services may be agreed by the Joint Management Board but these will also require the prior approval of Brent's Human Resource Manager.
- 6.2.5. Where any Shared Technology Services Staff member leaves any post or a new post is created, the Managing Director of Shared Technology Services, in compliance with the relevant policies of the Host Council will appoint to such vacancy.
- 6.2.6. Where a vacancy arises in relation to the post of the Managing Director of Shared Technology Services and other Key Personnel the Host Council shall consult the Joint Management Board before appointing a replacement post-holder. The Joint Management Board shall, together with the HR department of the Host Council, participate in the recruitment and interview and recommend to appoint a candidate to such vacancy. Such recruitment shall be in compliance with the relevant HR policies of the Host Council. Any replacement of the Managing Director of Shared Technology Services or other Key Personnel shall be as, or more, qualified and experienced as and as fully competent to carry out the tasks assigned to the previous incumbent.

- 6.2.7. The Managing Director of Shared Technology Services shall be responsible for the day to day management of Shared Technology Services Staff, including but not limited to performance management, allocation of holiday, training, personal development reviews and sickness absence issues in accordance at all times with the Host Council's employment terms and conditions and any Shared Technology Services Policies and Procedures where possible. However, it is acknowledged by the Councils that as a result of TUPE, Shared Technology Services Staff may need to be managed in accordance with other terms, conditions, policies and procedures from previous employment. In such circumstances each Council will assist the Host Council and shall endeavour to ensure it has all necessary terms, conditions, policies and procedures in order to allow it to manage effectively.
- 6.2.8. Each Council shall ensure that all Shared Technology Services Staff are provided with appropriate authorisation to undertake work within the administrative areas of the Councils as necessary for the performance of Shared Technology Services.

6.3. Service Provision and the Measurement of Performance

- 6.3.1. Shared Technology Services shall provide those Agreed Services to the Councils that are set out in Schedule 3 (Agreed Services (Service Description)) the costs for which will be calculated in accordance with clause 12. Any amendments to the Agreed Services shall be agreed by the Joint Management Board unless it is a Reserved Decision and Schedule 3 (Agreed Services (Service Description)) shall be updated accordingly.
- 6.3.2. The Managing Director of Shared Technology Services may make changes to the individual programmes and projects within the agreed Annual Service Plan as dictated by Shared Technology Services needs, subject to the prior agreement of the Joint Management Board. Where urgent changes are required, and in

the absence of a timely Joint Management Board meeting, any such changes must be agreed with the Appointed Directors and reported back formally to the Joint Management Board at its next period meeting and recorded in writing by the Chair.

- 6.3.3. Notwithstanding the programmes and activities laid out within the Annual Service Plan, the Councils may, individually, severally or jointly, commission Shared Technology Services to provide additional Services, or changes to existing Agreed Services, providing that, unless agreed otherwise, the full life costs thereof will be fully met by the Council, or Councils, making such requests and that there is no negative impact on the delivery of the agreed Annual Service Plan.
- 6.3.4. In addition to the requirements of clause 5.8, the Managing Director of Shared Technology Services shall produce such additional reports on the performance of Shared Technology Services as required by the Joint Management Board.
- 6.3.5. The Joint Management Board shall be ultimately responsible for reviewing actual performance of Shared Technology Services against the Performance Management Framework.

7. SUPPORT SERVICES

7.1. General

- 7.1.1. Support Services shall ordinarily be provided by the Host Council as may be necessary to support Shared Technology Services in the discharge of the Agreed Services. The level of such Support Services will be detailed and agreed by the Joint Management Board and the costs of such will be reviewed annually and will form part of Shared Technology Services Costs for the purposes of clause 12 and the cost recovery principles in Schedule 8 (Financial Principles).

7.2. Accommodation

- 7.2.1. It shall be the responsibility of the Councils to provide the Accommodation for the use of Shared Technology Services to a level agreed by the Joint Management Board. The Accommodation shall mean the provision of office accommodation for employees and accommodation for infrastructure necessary to deliver Shared Technology Services. The costs of such Accommodation will be dealt with in accordance with clause 12 or otherwise as unanimously agreed by the Councils.
- 7.2.2. Each of the Councils shall be responsible for meeting the health and safety obligations for Shared Technology Services Staff whilst based at their Councils' premises and in particular they shall ensure that:
- (a) the Accommodation is properly and regularly maintained;
 - (b) the Accommodation is regularly risk assessed in accordance with applicable Laws; and
 - (c) they make Shared Technology Services Staff aware of the premises security policy, Health and Safety policy and all other policies of the relevant Council which apply to persons permitted access to the Accommodation and enforce adherence to such policies.

7.3. Contract and Contracting

- 7.3.1. The Host Council shall (unless otherwise agreed by the Joint Management Board) enter into New Contracts for and on behalf of the Councils for the purpose of or in connection with Shared Technology Services, in accordance with Schedule 9 (Procurement Protocol). Any costs which arise out of the New Contracts (and Existing Contracts) shall be Shared Technology Services Costs met in accordance with the provisions of clause 12 and Schedule 8 (Financial Principles). Save where otherwise

agreed with the Councils, the Host Council shall ensure that each New Contract entered into by the Host Council for and on behalf of the Councils includes:

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

7.3.2. After the Commencement Date the Procurement Protocol shall apply in relation to the procurement of goods, services and works of any kind for the purposes or relating to Shared Technology Services. Authorisation and award of New Contracts and variations and extensions to Existing Contracts and New Contracts is intended to occur in accordance with the principles and rules in Schedule 9 (Procurement Protocol).

7.3.3. By agreement, the Existing Contracts shall be transferred to the Host Council where they are in the name of any of the other Councils. Any contracts entered into by the Host Council for and on behalf of another Council before the Effective Date are to be included as Existing Contracts.

7.3.4. The costs relating to the Contracts shall be recoverable by the Host Council as agreed in clause 12 and Schedule 8 (Financial Principles).

8. MANAGING DIRECTOR OF SHARED TECHNOLOGY SERVICE

8.1. The Managing Director of Shared Technology Services will:

- 8.1.1. be responsible for the day to day management of Shared Technology Services within the terms of the Annual Service Plan approved and adopted by the Joint Management Board;
- 8.1.2. perform such other duties as may be delegated to the Managing Director of Shared Technology Services from time to time by the Joint Management Board;
- 8.1.3. report to the Joint Management Board with such frequency and in such manner as may be required by the Joint Management Board;
- 8.1.4. comply with the decisions and directions of the Joint Management Board;
- 8.1.5. comply with the rules, regulations and policies of the Host Council;
- 8.1.6. be responsible for the leadership and management of such other services within the Councils as the Joint Management Board may reasonably determine (where possible, failing which he/she shall take on a monitoring role for Shared Technology Services to manage any impact on service delivery), where such services relate to the effective delivery of Shared Technology Services;
- 8.1.7. perform all his or her duties in accordance with the priorities and Annual Service Plan approved by the Joint Management Board;
- 8.1.8. prepare a risk register for all aspects of Shared Technology Services operations;
- 8.2. Should there be a conflict between any of the provisions of clause 8.1, the Managing Director of Shared Technology Services will report such conflict to the Joint Management Board for resolution in accordance with Schedule 4 (Conflicts of Interest Protocol).
- 8.3. The Managing Director of Shared Technology Services will be the employee of the Host Council. The Councils will take all reasonable steps to ensure that the Managing Director of Shared Technology Services is not subject to a

relevant transfer from the Host Council pursuant to this Agreement or any Council's withdrawal from it. If, notwithstanding the Councils' reasonable endeavours, the Managing Director of Shared Technology Services is held to be subject to a relevant transfer from the Host Council by operation of law, the Councils undertake to use their reasonable endeavours to mitigate any costs or liabilities arising from the Managing Director of Shared Technology Service's transfer and agree that any such costs or liabilities should be met jointly by the Councils as Shared Technology Services Costs.

9. ASSETS

- 9.1. The Councils each undertake and agree that they will draw up an inventory of Assets (the "Asset Register") to be made available and recorded by the Joint Management Board at its initial meeting after the Commencement Date which will be kept and regularly updated by the Managing Director of Shared Technology Services thereafter.
- 9.2. The Councils agree that the Asset Register will detail which Council or other party holds title to such Assets, including new or replacement Assets. The Asset Register shall detail ownership, purchase cost, depreciation and residual values of such Assets.
- 9.3. Nothing in this Agreement shall be deemed to pass title of any Existing Assets from one Council to another unless all the Councils specifically agree otherwise in writing.
- 9.4. The Joint Management Board will agree a maintenance programme and cost on an annual basis and these costs will be included in the annual revenue and/or capital budgets agreed pursuant to clause 12 and the Annual Budget agreed under clause 5.
- 9.5. The Joint Management Board may agree a replacement and/or modification programme for Assets, the costs of such programme will be agreed pursuant to clause 12.

9.6. The treatment of Assets on withdrawal from or termination of this Agreement will be as set out in Schedule 5 (Exit Management).

9.7. Contracts

9.7.1. If the benefit and/or obligations of any Existing Contracts intended for transfer to the Host Council cannot be assigned or novated to the Host Council except with the agreement or consent of a third party then the transferor Council will use its best endeavours to procure such agreement or consent with the co-operation of the Host Council.

9.7.2. Unless and until the benefit and/or obligations of the Existing Contracts is assigned or novated, or where any of the contracts are incapable of transfer by assignment or novation to the Host Council:

9.7.2.1. The intended transferor Council ("Transferor Council") will hold the benefit of those contracts upon trust for the Host Council absolutely and account to the Host Council without any deduction for all sums and other benefits derived from those contracts;

9.7.2.2. The Host Council will perform those contracts in accordance with their terms as sub-contractor to the Transferor Council. If sub-contracting is not permissible, the Host Council will perform the contract in accordance with its terms as agent for the Transferor Council;

9.7.2.3. The Transferor Council will give all reasonable assistance to the Host Council to enable it to enforce the rights of the Transferor Council under those Contract(s) and at all times act in accordance with the Host Council's reasonable instructions in connection with the Contracts; and

- 9.7.2.4. The Transferor Council will not take any action in respect of those contracts without the prior written approval of the Host Council, which the Host Council will not unreasonably withhold or delay.

10. INSURANCE

- 10.1. The Councils shall ensure that cover for the Required Insurances is obtained and maintained by them respectively, for Shared Technology Services. Each Council shall bear its own costs incurred by taking out the policies and maintaining the Required Insurances for the duration of Shared Technology Services. The Councils shall review insurance arrangements annually.
- 10.2. Each Council shall hold the other Councils harmless from and against all actions, claims, demands, liabilities and expenses ("actions") resulting from any circumstances where the indemnifying party can make an insurance claim but only to the extent that such actions are covered by the payout under the insurance claim.
- 10.3. On request, each Council shall provide to the others, 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.
- 10.4. Where insurances are on a claim made basis, the Councils shall hold and maintain the Required Insurances for a minimum period of six (6) years following the expiration or earlier termination of this Agreement.

11. COSTS AND LIABILITIES IN RESPECT OF SHARED TECHNOLOGY SERVICES

- 11.1. Subject to clauses 11.2 to 11.5, each Council shall indemnify and keep indemnified the other Councils from and against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses whatsoever whether arising in tort (including negligence) default or breach of this Agreement, to the extent that any such loss or claim is due to the breach of contract,

negligence, wilful default or fraud of itself or of its employees or of any of its sub-contractors save to the extent that the same is directly caused by or directly arises from the negligence, breach of this Agreement or applicable law by the indemnified party/defaulting party or parties.

- 11.2. No party shall be liable to the other parties (as far as permitted by English law) for indirect special or consequential loss or damage in connection with this Agreement or Shared Technology Services which shall include, without limitation, any loss of or damage to profit, revenue, contracts, anticipated savings, goodwill or business opportunities whether direct or indirect.
- 11.3. Each of the parties shall at all times take all reasonable steps to minimise and mitigate any loss or damage for which the relevant party is entitled to bring a claim against the other party pursuant to this Agreement.
- 11.4. Each of the parties agrees that:
 - 11.4.1. Where liability arises under this Agreement and that liability is insured through the Required Insurances, a claim will be made on that insurance by the insured party.
 - 11.4.2. Where liability arises under this Agreement and that liability is uninsured, the parties agree that (unless otherwise agreed by unanimous approval of the Joint Management Board) the liability shall be met by the Council receiving the benefit of those Assets, property or services in respect of which the claim arises. Where more than one Council receives the benefit of those Assets, property or services in respect of which the claim arises, the liability is to be shared in accordance with Table 2 in Schedule 8 (Financial Principles) or as otherwise agreed by the liable Councils.
 - 11.4.3. For the purposes of this clause “uninsured” shall include any claim which is below the level of excess for the Required Insurance or where any payment made under the Required Insurance falls below the level of liability suffered.

11.5. Notwithstanding any other provision of this Agreement no party limits or excludes its liability for:

11.5.1. fraud or fraudulent misrepresentation;

11.5.2. death or personal injury caused by its negligence;

11.5.3. breach of any obligation as to title implied by statute; or

11.5.4. any other act or omission, liability for which may not be limited under any applicable law.

12. FUNDING OF SHARED TECHNOLOGY SERVICES

12.1. Unless otherwise agreed by the Joint Management Board all costs associated with the implementation and provision of Shared Technology Services will be agreed between Brent, Lewisham and Southwark in accordance with clause 5, the approval process for Annual Budget and Annual Service Plan, and the principles of cost allocation in this Agreement and Schedule 8 (Financial Principles).

12.2. Where the Councils mutually agree to the use of Shared Technology Services resource and/or assets to deliver services outside of Shared Technology Services, or where the Councils mutually agree to invest in the provision of a new service and mutually agree to split the costs associated with it, unless agreed otherwise by the Joint Management Board, any surplus income arising from the Councils' investment will be apportioned to the Councils as detailed in Schedule 8 (Financial Principles).

12.3. If the Councils cannot agree or they determine that they shall not invest jointly in the provision of a new service, then each Council may seek its own solution in which case, any surplus Income generated from the new service shall be retained by the Council/s which invested in the new service in proportions determined by them.

12.4. For the avoidance of doubt, no Council shall use the resources and/or assets of Shared Technology Services in the provision of a new service where:

- (a) the Councils have not agreed to do so; and/or
 - (b) a Council seeks its own solution outside of Shared Technology Services.
- 12.5. Subject to clauses 12.2, 12.5, 12.6, 12.7 and the other provisions in this Agreement including Schedule 8 (Financial Principles) where the Councils have specifically agreed how they wish to apportion and treat costs (whether they be Fixed Costs or Variable Costs or other costs relating to Shared Technology Services) and Income, the Joint Management Board shall agree the mechanism by which other costs, Income and savings shall be fairly and reasonably apportioned between the Councils.
- 12.6. The method of payment will be as set out in Schedule 8 (Financial Principles) or as otherwise agreed by the Joint Management Board.
- 12.7. Any changes to the level of service which may be commissioned by a Council or any changes in the associated costs of implementing the Annual Service Plan, will be agreed by the Joint Management Board, along with the appropriate allocation of costs between the Councils, which may require approval as a Reserved Decision.
- 12.8. The Councils agree that each Council will be responsible for its own support service costs and the agreed share of the Support Services costs (as referred to in clause 7). Where there is an incremental increase or decrease due to Shared Technology Services, the incremental increase or decrease will be apportioned between the Councils as set out in this Agreement and will be a Shared Technology Services Cost. This applies as a default principle as between the Councils unless they have specifically agreed a different apportionment shall apply in respect of certain elements of the costs in Schedule 8 (Financial Principles). The appropriate charging and recharging of Support Services costs will be reviewed on an annual basis.
- 12.9. Invoices shall be issued by the Host Council for the Agreed Service delivered by Shared Technology Services on a quarterly basis in arrears and shall be payable by the other two Councils within thirty (30) Business Days of the date of invoice (quarterly in this context means every 3 months to the end of March, June, September and December).

- 12.10. At the end of each financial year a financial outturn report detailing the expenditure and income of Shared Technology Services shall be prepared by the Finance Officer to Shared Technology Services with support from the Managing Director of Shared Technology Services and delivered to the Councils by 30 April each year or as soon thereafter as is reasonably practicable. Such accounts will be prepared on the basis of Shared Technology Services Accounting Policies (the Annual Accounts).
- 12.11. Lewisham and Southwark shall within ten (10) Business Days of the delivery of the Annual Accounts either confirm their agreement to the figures set out or give written notice to Brent of where they disagree and the reasons for disagreement. The provisions of clause 17 will apply to the resolution of any dispute over Annual Accounts.
- 12.12. Upon agreement or determination of the Annual Accounts any surplus or deficit for the previous financial year will be apportioned in accordance with Schedule 8 (Financial Principles).
- 12.13. The Auditors, Section 151 Officers and other authorised officers of the Councils shall have access at all reasonable times and with due notice to the relevant financial records of Shared Technology Services and shall be entitled to seek explanations concerning queries relating thereto.

13. AUDIT

- 13.1. Should any Council wish to review any financial matters relating to Shared Technology Services using an external audit function, the Joint Management Board shall provide reasonable assistance to any such audit function at the cost of the requesting Council.
- 13.2. The Host Council shall provide all reasonable assistance to the external Auditor which shall include access to their systems, documents, accounting records and transactions relating to the provision of Shared Technology Services as and when required.

14. WITHDRAWAL FROM SHARED TECHNOLOGY SERVICES

- 14.1. Any Council may serve notice and withdraw from Shared Technology Services by giving not less than two years written notice to the other Councils of its intention to do so.
- 14.2. Upon receipt of a notice of withdrawal, an extraordinary meeting of the Joint Management Board shall be convened at which the Withdrawing Council shall be required to send its Appointed Director. The meeting shall consider the implication of such withdrawal and endeavour to agree any immediate steps. Immediately following that meeting or within 10 Business Days of receipt of withdrawal notice under clause 14.1 the Councils shall be bound to comply with their obligations applicable in the Exit Period referred to in Schedule 5 (Exit Management Protocol). The Exit Period of two years shall begin on receipt of notice and the Councils shall proceed to agree and make exit arrangements in accordance with Schedule 5 (Exit Management Protocol) and the provisions of Schedule 2 (Employment and Pensions). Failure to agree an exit management plan or to progress the exit management arrangements in accordance with Schedule 5 (Exit Management Protocol) may be referred to the dispute resolution procedure set out in clause 17.
- 14.3. All Councils agree that they will provide all reasonable assistance to one another to allow the exit of any Council.
- 14.4. Costs resulting from the withdrawal of one Council from this Agreement shall be determined in accordance with Schedule 5 (Exit Management Protocol), Schedule 8 (Financial Principles), Schedule 2 (Employment and Pensions) and the principles and provisions agreed in this Agreement.
- 14.5. The Withdrawing Council will remain liable for its share (as calculated in accordance with the terms of this Agreement) of any costs incurred by Shared Technology Services during its time as a member up to and including the date of its withdrawal even if
- 14.5.1. such costs do not become apparent or become due for payment until after the date of such withdrawal.

- 14.5.2. such costs are for services which extend beyond the Exit Period as set out in Schedule 8 (Financial Principles).
- 14.6. The Councils agree to use the Service Plan and Agreed Budget (and staffing costs therein) for the Financial Year ending before the Exit Period as the base starting point for their planning and discussions relating to prospective changes in service requirements, staffing arrangements, transfers and any redundancies or other changes necessary as a result of a Council withdrawing from the Agreement. The service and staffing requirements of the Withdrawing Council and the Remaining Councils should be apparent from the figures taken from the previous Financial Year.
- 14.7. Immediately prior to withdrawal from Shared Technology Services the Councils agree and shall ensure that:
- 14.7.1. the Host Council will pass an appropriate resolution in accordance with section 101(1)(b) and 101(5) of the Local Government Act 1972 or sections 19-20 of the Local Government Act 2000 (as appropriate) removing any delegations or obligation to discharge duties on behalf of the Withdrawing Council and any existing Council(s) will pass a similar resolution acknowledging the withdrawal and copies of such resolutions will be provided on request;
- 14.7.2. The Withdrawing Council agrees to waive any right of claim against the Managing Director of Shared Technology Services personally in relation to any claim which may be made against him or her for services provided and for the avoidance of doubt the provisions of clause 12 will apply.
- 14.8. For the avoidance of doubt the Councils agree that they will use their reasonable endeavours to ensure that the Managing Director of Shared Technology Services will continue to be an employee of the Host Council following the withdrawal of any other Council and undertake to mitigate and jointly meet any liabilities that exist or arise should it be held Managing

Director of Shared Technology Service's is subject to a relevant transfer from the Host Council notwithstanding the Councils' reasonable endeavours to ensure it is not.

15. TERMINATION OF THIS AGREEMENT

- 15.1. In addition to the provisions of clause 14.1, the Councils agree that this Agreement may be determined upon terms agreed by the Councils in writing.
- 15.2. In the event of termination of this Agreement the provisions set out in Schedule 5 (Exit Management Plan) and Schedule 2 (Employment and Pensions) shall apply and the Councils shall comply with their obligations set out therein.
- 15.3. It shall be the duty of all of the Councils to try to mitigate and try to minimise any losses arising from the termination of this Agreement. The provisions contained in clause 14.6, Schedule 2 (Employment and Pensions) and Schedule 5 (Exit Management Protocol) shall also apply in the case of termination of this Agreement in accordance with clause 15.1 unless termination is solely as a result of a Council withdrawing. The Financial Principles for cost apportionment specifically where there is a mutual agreement under 15.1, shall be as contained in Schedule 8 (Financial Principles) save if the Councils decide to agree otherwise in writing.
- 15.4. The clauses in this Agreement which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination which without limitation shall include clauses 1, 2, 10, 11, 12, 13, 17, 18, 20 – 27 36, 37, and 38.

16. MATTERS REQUIRING INDIVIDUAL OR UNANIMOUS APPROVAL

- 16.1. Notwithstanding any other provisions of this Agreement, any matter of Shared Technology Services which exclusively affects any Council's ability to attain

or fulfil its public interest objectives in full at all times shall require the consent in writing of such Council.

16.2. Unless otherwise agreed by the Councils in writing, Shared Technology Services will not undertake those matters that are Reserved Decisions and the Councils will exercise their respective powers under this Agreement, and otherwise, to ensure that Shared Technology Services will not undertake or carry out the Reserved Decisions without such agreements.

16.3. Meaning of Deadlock

16.3.1. For the purposes of this clause 16 there shall be a Deadlock if:

16.3.1.1. a matter constituting a joint Reserved Decision has been considered by the Councils; and

16.3.1.2. no resolution has been carried by the Councils in relation to the matter because of a failure of any Council to consent to such resolution; and

16.3.1.3. the matter is not resolved within thirty (30) Business Days or such longer periods as agreed by the Councils from the date of the referral to the Councils for consent (as appropriate).

16.4. Council's Obligations

16.4.1. In any case of Deadlock each of the Councils shall (at the request of any Council) within fifteen (15) Business Days of Deadlock having arisen or becoming apparent, cause its Appointed Director on the Joint Management Board to prepare and circulate to the Councils a memorandum or other form of statement setting out its position on the matter in respect of which the Deadlock has arisen and its reasons for adopting that position, but on the basis that such memorandum or statement shall always be prepared and delivered on a "without prejudice" basis. Each Council shall then

refer the Deadlock to dispute resolution provisions of clause 17 of the Agreement.

16.5. Failure to resolve Deadlock or Dispute

16.5.1. If a resolution of a Deadlock or a dispute referred pursuant to clause 16.4 is not resolved or is not agreed in accordance with that clause (or such longer period as the Councils may agree in writing) and clauses 17 and 18, then either:

16.5.1.1. there will be no change to existing arrangements; or

16.5.1.2. if this cannot be unanimously agreed between the Councils the Council who has failed to agree the motion in question will be deemed to have issued notice to withdraw its membership of Shared Technology Services and the provisions of clause 14 of the Agreement will apply with the notice of withdrawal under clause 14 being deemed to commence ten (10) Business Days after the failure to agree the matter.

17. INTERNAL DISPUTE RESOLUTION

17.1. In the event of any dispute or difference between the Councils relating to this Agreement which it has not been possible to resolve through the decision making processes of Shared Technology Services (whether this may be a matter of interpretation or otherwise), or in the event of there being a Deadlock or a Council otherwise elects to refer a matter to dispute resolution the matter shall be dealt with in accordance with this clause 17 and Schedule 10a (Internal Dispute Resolution Process).

17.2. Any dispute or difference shall in the first instance be discussed at the Joint Management Board. Thereafter it shall be referred to the Joint Committee.

17.3. The Councils undertake and agree to pursue a positive approach towards dispute resolution which seeks (in the context of this joint working arrangement) to identify a solution at the lowest operational level that is

appropriate to the subject of the dispute and which avoids legal proceedings and maintains a strong working relationship between the Councils.

- 17.4. Where the Councils are unable to resolve any dispute or difference in accordance with this clause 17 or they agree the use of the Internal Dispute Procedure is inappropriate, a Council may refer the matter to External Dispute Resolution pursuant to clause 18.

18. EXTERNAL DISPUTE RESOLUTION

- 18.1 The Councils will attempt to settle any dispute or difference by mediation in accordance with Schedule 10b (External Dispute Resolution Process and the model mediation procedures (“the Procedures”) published by the Centre for Effective Dispute Resolution (CEDR). The Councils shall agree the appointment of a mediator. In the absence of agreement by the Councils regarding the appointment of the mediator, the mediator shall be nominated by CEDR Solve. To initiate mediation, a Council must give notice in writing (the “Mediation Notice”) to the other Councils. A copy of the Mediation Notice should be sent to CEDR Solve and the mediation will start no later than thirty (30) days after the date of the Mediation Notice.

19. NOTICES

- 19.1. All notices under this Agreement shall be in writing and all certificates, notices or written instructions to be given under the terms of this Agreement shall be served by sending the same by first class post, email, facsimile or by hand, leaving the same at:

If to Brent: Strategic Director Resources, Civic Centre, Engineers Way,
Wembley, HA9 0FJ

If to Lewisham: Head of Service Change and Technology, 5th Floor,
Laurence House, Catford, London, SE6 4RU

If to Southwark: Strategic Director of Housing and Modernisation, 160 Tooley
Street, London SE1 2QH

- 19.2. Any party to this Agreement may change its nominated individual or address by prior notice to the other parties.
- 19.3. Notices given by post shall be effective upon the earlier of (i) actual receipt and (ii) five (5) Business Days after mailing. Notices delivered by hand shall be effective upon delivery. Notices given by facsimile or email shall be deemed to have been received where there is confirmation of uninterrupted transmission or delivery by a transmission report or delivery report and where there has been no telephonic communication by the recipient to the senders (to be confirmed in writing) that the facsimile or email has not been received in legible form:
- 19.3.1. within two (2) hours after sending, if sent on a Business Day between the hours of 9am and 4pm; or
- 19.3.2. by 11am on the next following Business Day, if sent after 4pm, or
- 19.3.3. by 11am on the same Business Day if sent before 9am on that Business Day.

20. INFORMATION AND CONFIDENTIALITY

- 20.1. The Councils shall keep confidential any Commercially Sensitive Information relating to this Agreement or the Intellectual Property Rights of the Councils in relation to Shared Technology Services and shall use all reasonable endeavours to prevent their employees and agents from making any disclosure to any person of any Commercially Sensitive Information relating to the Agreement or Intellectual Property Rights of the Councils.
- 20.2. Clause 20.1 shall not apply to:
- 20.2.1. Any disclosure of information that is reasonably required by or to persons engaged in the performance of their obligations under this Agreement;

- 20.2.2. Any matter which a party can demonstrate is already generally available and in the public domain otherwise than as a result of a breach of this clause 20;
 - 20.2.3. Any disclosure to enable a determination to be made under clause 18 (External Dispute Resolution);
 - 20.2.4. Any disclosure which is required by any law (including any order of a court of competent jurisdiction), any Parliamentary obligation or the rules of any stock exchange or governmental or regulatory authority having the force of law, however where a disclosure is to be made pursuant to FOI Legislation the Councils agree that the provisions of clause 20.4 shall apply to any disclosure;
 - 20.2.5. Any disclosure of information which is already lawfully in the possession of the receiving party prior to its disclosure by the disclosing party;
 - 20.2.6. Any disclosure by a party to a department, office or agency of the Government; or
 - 20.2.7. Any disclosure for the purpose of the examination and certification of a party's accounts.
- 20.3. Where disclosure is permitted under clause 20.2, the Councils shall endeavour to ensure that the recipients of the information shall be placed under the same obligation of confidentiality as that contained in this Agreement by the disclosing Council although the Councils acknowledge that this may not always be possible.
- 20.4. Freedom of Information:
- 20.4.1. The Councils recognise that the Councils are public authorities as defined by FOI Legislation and therefore recognise that information relating to this Agreement may be the subject of an Information Request.

- 20.4.2. The Councils shall assist each other in complying with their obligations under FOI Legislation, including but not limited to assistance without charge, in gathering information to respond to an Information Request.
- 20.4.3. Any Council shall be entitled to disclose any information relating to this Agreement and Shared Technology Services in response to an Information Request, save that in respect of any Information Request which is in whole or part a request for Exempt Information the following procedure shall apply:
- i) the Council which receives the Information Request shall circulate the Information Request and shall discuss it with the other Councils; and
 - ii) the Council which receives the Information Request shall in good faith consider any representations raised by the other Councils when deciding whether to disclose Exempt Information.
- 20.4.4. The Councils to this Agreement acknowledge and agree that any decision made by a Council which receives an Information Request as to whether to disclose information relating to this Agreement pursuant to FOI Legislation is solely the decision of that Council. A Council will not be liable to the other Councils for any loss, damage, harm or detrimental effect arising from or in connection with the disclosure of information in response to an Information Request.

21. DATA PROTECTION

- 21.1. For the purposes of this clause 21 and for the avoidance of doubt, references to Personal Data shall be deemed to include Sensitive Personal Data.
- 21.2. The Councils shall at all times comply with the DPA, including maintaining a valid and up to date registration or notification under the DPA, covering any data processing to be performed in connection with this Agreement and their responsibilities as Data Processors and/or Data Controllers, and shall duly

observe all their obligations under the Data Protection Legislation which arise in connection with this Agreement..

- 21.3. Where a Council is acting as a Data Processor, the processor shall only undertake Processing of Personal Data reasonably required in connection with the operation of this Agreement or the operation of Shared Technology Services, and in accordance with this clause 21.
- 21.4. Unless agreed otherwise in writing by the Councils, where a Council is acting as the Data Processor it shall Process the Personal Data only in accordance with the instructions of the relevant Data Controller from time to time and shall not Process the Personal Data for any purpose other than those expressly authorised by the relevant Data Controller.
- 21.5. Notwithstanding the general obligation in clause 21.3 the Council which is acting as the Data Processor shall ensure that it has in place appropriate technical, organisational and contractual measures to ensure the security of the Personal Data processed by it (and to guard against unauthorised or unlawful Processing of the Personal Data and against accidental loss, disclosure or destruction of, or damage to, the Personal Data). These measures shall be appropriate to the harm which might result from unauthorised or unlawful Processing of the Personal Data, accidental loss, disclosure or destruction of, or damage to, the Personal Data having regard to the nature of the Personal Data which is to be protected; and it shall;
 - 21.5.1. take reasonable steps to ensure the reliability of any Shared Technology Services Staff who have access to the Personal Data;
 - 21.5.2. ensure that all Shared Technology Services Staff required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Agreement;
 - 21.5.3. take reasonable steps to ensure that none of Shared Technology Services Staff publish, disclose or divulge any of the Personal

Data to any third party unless directed in writing to do so by the relevant Data Controller;

- 21.5.4. provide the relevant Data Controller with such information as the Data Controller may reasonably require to satisfy itself that the Data Processor is complying with its obligations under the Data Protection Act;
- 21.5.5. promptly (and in any event within one (1) Business Day) notify the Data Controller of any breach of the security measures required to be put in place pursuant to this clause 21.5;
- 21.5.6. ensure it does not knowingly or negligently do or omit to do anything which places the Data Controller in breach of the Data Controller's obligations under the Data Protection Act;
- 21.5.7. notify the relevant Data Controller (within five (5) Business Days), if it receives:
 - (a) a Subject Access Request from a Data Subject to have access to that person's Personal Data; or
 - (b) a complaint or request relating to the relevant Data Controller's obligations under the Data Protection Legislation; and
- 21.5.8. provide the relevant Data Controller with full co-operation and assistance in relation to any complaint or request made, including by:
 - (a) providing the Data Controller with full details of the complaint or request;
 - (b) complying with a Subject Access Request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Data Controller's instructions;
 - (c) providing the Data Controller with any Personal Data it holds in relation to a Data Subject; and

- (d) providing the Data Controller with any relevant information reasonably requested by the Data Controller;
- 21.6. The Data Processor shall not transfer any Personal Data to any country or territory outside the European Economic Area unless in accordance with the relevant legislation and shall only do so with the consent of the relevant Data Controller.
- 21.7. The Data Processor may authorise a third party to process the Personal Data provided that the third party's contract:
 - 21.7.1. includes terms which are substantially the same as this clause 21; and
 - 21.7.2. will terminate automatically on termination of this Agreement for any reason.
- 21.8. Without prejudice to the requirements of this clause 21, the Data Processor shall not disclose Personal Data to any third parties other than:
 - 21.8.1. to employees and contractors to whom such disclosure is necessary in order to comply with their obligations under this Agreement;
 - 21.8.2. to the extent required to comply with a legal obligation;
 - 21.8.3. to the extent necessary for the performance of functions of Shared Technology Services/the Agreed Services; or
 - 21.8.4. in accordance with written instructions from or at the request of the Data Controller.
- 21.9. The Data Processor shall permit the Data Controller (s) or the Data Controller (s)' representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit , pursuant to this clause and clause 36, the Data Processor's data processing activities (and/or those of its agents, subsidiaries and sub-contractors) and comply with all reasonable requests or

directions by the Data Controller to enable the Data Controller to verify and/or procure that the Data Processor is in full compliance with its obligations under this Agreement and provide a written description of the technical and organisational methods employed by the Data Processor for processing Personal Data (within the timescales required by the Data Controller).

22. SCRUTINY AND AUDIT

- 22.1. The Councils agree that scrutiny relating to this Agreement and the provision of the Agreed Services shall be the responsibility of each Council in line with the existing constitutional provisions of each Council.
- 22.2. The relevant committees of each Council responsible for scrutiny and audit shall have the right to inspect any documents relating to this Agreement and to require either the Joint Committee, the Joint Management Board, the Operational Management Group or Shared Technology Services to answer any questions raised by them. The relevant committees of each Council shall also have a right to require the Managing Director of Shared Technology Services to attend any meetings of those committees (whether cabinet or overview and scrutiny) to respond to questions regarding Shared Technology Services and this Agreement.
- 22.3. The accounts relating to Shared Technology Services and this Agreement shall be the subject of audit by any external auditor appointed by any of the Councils or the Joint Committee (as the case may be) and shall be open to inspection by any external auditor appointed by or on behalf of any of the Councils.
- 22.4. Each Council will seek to maximise efficiencies in audits that are required of Shared Technology Services by co-ordinating the planning and execution of audits relating to Shared Technology Services.

23. VAT AND TAX

- 23.1. Any amounts payable pursuant to the provisions of this Agreement shall be exclusive of VAT, which if properly due shall be payable by the paying party

against production of a valid invoice from the Council making the relevant supply of goods and/or services and the rate applicable shall be the rate prevailing at time of invoice.

24. INTELLECTUAL PROPERTY

- 24.1. Any Intellectual Property Rights created as a result of delivery of Shared Technology Services (referred to in this clause as Developed IPR) shall vest jointly in the Councils however the Host Council will hold the Intellectual Property Rights in such Developed IPR on behalf of all of the Councils.
- 24.2. Each Council hereby grant to the other Councils a non-exclusive, royalty-free licence for use of their Intellectual Property Rights in any form (including the right to use and copy materials) in which Intellectual Property Rights exist prior to the Commencement Date or which may come into existence thereafter (whether solely belonging to the granting Council or materials from Developed IPR owned partially as a joint co-owner) solely for the purpose of effective delivery of Shared Technology Services for the duration of this Agreement and for performance of this Agreement. This licence applies to both background Intellectual Property Rights (relating to pre-existing materials and IPR) and foreground Intellectual Property Rights (relating to materials coming into existence after the Commencement Date and) and shall include the right to sub-licence if required or necessary for the purpose of effective delivery of Shared Technology Services or performance of this Agreement.
- 24.3. On withdrawal from or termination of this Agreement for any reason, each Council shall grant the other Councils a non-exclusive, perpetual, irrevocable, royalty-free licence to use the Developed IPR and materials in which their Intellectual Property Rights exist or have vested as referred to in clauses 24.1 and 24.2 (including the right to copy materials and sub-license to third parties), solely for the purpose of the Councils being able to continue in the provision or receipt of ICT services without disruption or hindrance.
- 24.4. Nothing in this clause 24 shall require any of the Councils to provide or disclose to the other Councils any materials to the extent that they contain confidential information or attract legal professional privilege or Intellectual

Property Rights where such provision or disclosure would amount to a waiver of privilege or put either Party or any employee in breach of any legal obligation or Codes of Conduct or infringe any Intellectual Property Rights.

- 24.5. Where a claim or proceeding is made or brought against any of the Councils which, arises out of the infringement or alleged infringement of any Intellectual Property Rights or because the use of any materials, data, Software, plant, machinery or equipment in connection with Shared Technology Services infringes any Intellectual Property Rights of a third party then, unless such infringement has arisen due to any of the Councils or its Staff's proven deliberate or negligent actions, any resulting costs and/or expenses liable for payment by Shared Technology Services shall be apportioned equally between the Councils.
- 24.6. The Councils confirm that they are not aware of any pre-existing IPR in connection with the Agreed Services.

25. FORCE MAJEURE

- 25.1. If any party is affected by an event of Force Majeure, it must take all reasonable steps to mitigate the consequences of it, resume performance of its obligations under this Agreement as soon as practicable and use its reasonable efforts to remedy its failure to perform any of its obligations under this Agreement. Subject to the forgoing the party claiming relief as a result of an event of Force Majeure will be relieved from liability under this Agreement to the extent that because of the event of Force Majeure it is not able to perform its obligations hereunder.
- 25.2. Should an event of Force Majeure continue for more than sixty (60) Business Days the Agreement may be terminated by agreement of all of the Councils, or one Council may withdraw, on the giving of five (5) Business Days notice and the provisions of clause 15.2 shall apply (and a reasonable time for exit shall be agreed between the Councils).

26. SEVERABILITY

26.1. If at any time any clause or part of a clause or schedule or appendix or part of a schedule or appendix to this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid or unenforceable in any respect;

26.1.1. that shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement.

26.1.2. the Councils shall in good faith amend this Agreement to reflect as nearly as possible the spirit and intention behind that illegal, invalid or unenforceable provision to the extent that such spirit and intention is consistent with the laws of that jurisdiction and so that the amended Agreement complies with the laws of that jurisdiction.

27. SUCCESSOR AND ASSIGNMENT

27.1. This Agreement shall be binding upon and shall endure to the benefit of each Council's successors and permitted assigns.

27.2. Save as set out in clause 27.1 no Council shall assign, sub-contract or in any way dispose of its interest under this Agreement or any part of it without the prior written approval of the Joint Management Board.

28. WAIVER

28.1. No forbearance or delay by any Council in enforcing its respective rights will prejudice or restrict the rights of that Council and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.

29. STATUTORY DUTY

29.1. The Councils acknowledge that nothing in this Agreement will prevent them from carrying out their respective statutory duties and responsibilities or unduly restrict the decisions to be made with regard to their respective statutory functions.

30. RELATIONSHIP OF PARTIES

- 30.1. Each of the Councils is an independent local authority and nothing contained in this Agreement shall be construed to imply that there is any relationship between the Councils of partnership or principal/agent or of employer/employee. No Councils shall have any right or authority to act on behalf of another party nor bind another Council by contract or otherwise except to the extent expressly permitted by the terms of this Agreement.

31. REVIEW, VARIATION AND FAIR DEALINGS

- 31.1. The Councils are committed to ensuring on-going efficiency improvements from Shared Technology Services and agree to review the operation of this Agreement in all its aspects at appropriate intervals, but not less than annually, to ensure that this Agreement is operating in the most satisfactory manner and that Shared Technology Services is being delivered to the standards set out in this Agreement. The Councils may review the governance arrangements and change the governance arrangements in the context of any other shared services which may currently exist between the Councils or may come to exist in the future.
- 31.2. The Councils 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 interests 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.
- 31.3. In the event of a Change in Law which impacts on the Agreement, the Managing Director of Shared Technology Services will report to the Joint Management Board on the effect of that change and confirm that all necessary steps have been taken to ensure that Shared Technology Services is provided in accordance with the Law. If the event of a Change in Law impacts on the Agreed Services or on Shared Technology Services Costs,

the Councils will work together to agree any necessary changes to the Agreed Services and to mitigate the effect on Shared Technology Services Costs. Any change to Shared Technology Services Costs will be agreed in accordance with clause 12.2.

31.4. Where any of the Councils requests a change to this Agreement or to any of the Schedules, excluding where it is a Reserved Decision, the Joint Management 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 Joint Management Board and the change is implemented.

31.5. Where a change is agreed in accordance with clause 31.4(b), the change shall be recorded in writing and signed by all Appointed Directors. Any cost implications as a result of the change shall be dealt with in accordance with clause 12.

32. THIRD PARTY RIGHTS

32.1. The Councils agree that they do not intend that any third party which may benefit from this Agreement shall have any rights of enforcement under the terms of the Contracts (Rights of Third Parties) Act 1999.

33. ENTIRE AGREEMENT

33.1. This Agreement and all documents referred to in this Agreement set forth the entire agreement between the Councils with respect to the subject matter covered by them and supersede and replace all prior communications, representations (other fraudulent representations), warranties, stipulations, undertakings and agreements whether oral or written between the Councils. Each party acknowledges that it does not enter into this Agreement on 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 contained in this Agreement, provided that this shall not

exclude any liability which either party would otherwise have to the other in respect of any statements made fraudulently by or on behalf of it prior to the Date of this Agreement.

- 33.2. For the avoidance of doubt to the extent there is any inconsistency between this Agreement and the Schedules the provisions of this Agreement will prevail.

34. WHISTLEBLOWING

- 34.1. The Councils shall ensure that staff employed by them in connection with this Agreement (including sub contractor staff where appropriate) are aware of their and the other Councils whistle blowing policy, and the arrangements to be followed in the event of them having any concerns and wishing to make a disclosure pursuant to the policy.
- 34.2. The Councils shall assist each other without charge in dealing with, and fulfilling any responsibilities relating to, any protected disclosure relating to Shared Technology Services made in accordance with ss. 43A – 43L of the Employment Rights Act 1996 as amended by the Public Interest Disclosure Act 1998 (a "Protected Disclosure").
- 34.3. Upon receiving notification of such Protected Disclosure the Council to which the Protected Disclosure relates shall disclose the Protected Disclosure to the other Councils and shall discuss any issues which arise with the other Councils.
- 34.4. Each Council shall in good faith consider representations of the other Councils in deciding how to deal with any Protected Disclosure.
- 34.5. The Councils to this Agreement acknowledge and agree that any decision made, or any action taken by, a Council in relation to a Protected Disclosure is solely the decision of that Council. A Council will not be liable to the other Councils for any loss, damage, harm or detrimental effect arising from or in

connection with the Council's actions in dealing with any Protected Disclosure received.

35. FURTHER ASSISTANCE

- 35.1. Each Council shall use reasonable endeavours to procure that any necessary third party shall execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement and Shared Technology Services, the costs of which will be shared by the Councils on such terms as may be agreed, or in the absence of agreement equally.

36. RECORDS AND ACCESS

- 36.1. The Councils agree that they shall keep and maintain until six years after Shared Technology Services has been terminated, or as long a period as may be agreed between the Councils, full and accurate records of the Agreement and Shared Technology Services, all expenditure and all payments made by each Council. The Councils shall afford on request to each of the other Council(s) or their representatives such access to those records as may be required by them in connection with the Agreement. This provision shall survive expiry or termination of this Agreement.

37. JURISDICTION

- 37.1. This Agreement shall be governed by the laws of England and Wales and subject to clause 17 the Councils submit to the exclusive jurisdiction of the courts of England and Wales.

38. CIVIL CONTINGENCY AND BUSINESS CONTINUITY

- 38.1. The Councils are a Category 1 responder for the purposes of the Civil Contingencies Act 2004 (as amended) ("the 2004 Act"). The 2004 Act defines an emergency ("Emergency") as:

- a) an event or situation which threatens serious damage to human welfare;

- b) an event or situation which threatens serious damage to the environment; or
 - c) war, or terrorism, which threatens serious damage to security.
- 38.2. The Councils shall each make available, on request, its emergency contingency plans and business continuity management arrangements available for inspection by the other upon reasonable notice.
- 38.3. In the event of an Emergency the Host Council shall make every effort to continue the provision of Shared Technology Services under this Agreement. Depending upon the nature of the Emergency however, should the Host Council be unable to continue the provision of Shared Technology Services, in consultation with the other Councils, the provisions of clause 26 (Force Majeure) will apply.
- 38.4. The Host Council shall have business contingency plans to cover situations that might reasonably arise that may affect the delivery of Shared Technology Services; which shall be tested and reviewed periodically in accordance with good industry practice and at least annually.

This Agreement is executed as a Deed and is delivered and takes effect as a Deed on the date stated at the beginning of it.

**Executed as a Deed by
Affixing the common seal of the
MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF
BRENT
in the presence of:**

[COMMON SEAL]

.....
Signature of Authorised signatory

**Executed as a Deed by
Affixing the common seal of the
MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF LEWISHAM
in the presence of:**

[COMMON SEAL]

.....
Signature of Authorised signatory

**Executed as a Deed by
Affixing the common seal of the
MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF
SOUTHWARK
in the presence of:**

[COMMON SEAL]

.....

Signature of Authorised signatory

SCHEDULE 1

Strategic Outcomes, Partnership Principles & Behaviours

- 1 The Councils agreed the following strategic outcomes for Shared Technology Services.

<u>Primary outcomes</u>	<u>Secondary outcomes needed to achieve primary outcome</u>
Building a solid platform for transformation	<ul style="list-style-type: none">• Building a modern, common infrastructure that partners can rely on.• Generating more innovation by investing together to make the most of technology.• Creating shared strategies and roadmaps, with the flexibility to reflect local needs.
Delivering a quality service	<ul style="list-style-type: none">• Providing a reliable, quality user experience.• Delivering constant improvement by keeping service levels and processes under review.• Building a talented team with a great reputation for supporting the business of each partner.
Providing great value-for-money	<ul style="list-style-type: none">• Maximising economies of scale, taking a common approach where practical and beneficial.• Offering affordable services that compare well with other providers.• Benefiting by sharing the cost of investment in new developments.
Forging a lasting partnership	<ul style="list-style-type: none">• Acting as a partnership of equals that everyone benefits from.• Delivering greater resilience by sharing and mitigating risks.• Offering each partner more capacity and capability by pooling resources and knowledge.

- 2 The strategic outcomes referenced above are underpinned by the agreed partnership principles.

Our ICT service is a three-way partnership based on **twelve partnership principles**. Shared Technology Services is intended to be :

- I. **Part of the family, it is our in-house service and an important part of our team in each organisation.**
- II. **Modern and forward-looking, working closely with our digital strategists to transform our organisations.**
- III. **Our expert ICT adviser on the technology solutions needed to deliver the partners' digital strategies.**

- IV. **Our provider for all ICT services, using external services and support when needed.**
- V. **Managed collectively, with sponsors from each partner providing leadership for the service.**
- VI. **Committed to converging to common technology solutions wherever practical and affordable.**
- VII. **Delivering on an ambitious plan for the development of the service that is agreed and monitored by the partnership.**
- VIII. **Working to common standards of service levels and performance that are realistic given the funding available.**
- IX. **Accounting for its success in performing well against those standards, including through benchmarking.**
- X. **Committed to reducing costs both in its own budget and the cost of partners' services to the public.**
- XI. **Managed simply and transparently in the way it is governed, makes decisions, spends money and manages its budget.**
- XII. **Open to growth, but only at a sustainable rate that does not represent a risk to the service.**

3 To ensure Shared Technology Services has the best possible relationship the Councils agreed the need to adopt appropriate partnership behaviours, and in particular to agree behaviours which should be avoided. They therefore agree that:

- I. **The Councils will not treat the service as a separate entity that is external to our organisations and will not give it a separate identity.**
- II. **The Councils will not adopt a contractual mind-set that treats the partnership as a commercial relationship that needs 'clienting'.**
- III. **The Councils will not complicate the partnership's decision-making by operating different levels of delegation from each partner.**
- IV. **The Councils will not insist on significant differences in our service processes and technology.**
- V. **The Councils will not take unilateral decisions on technology or funding that adversely impact on Shared Technology Services to others without careful consultation and consideration.**

SCHEDULE 2

EMPLOYMENT & PENSIONS

Preamble

The Councils agree that

- (a) the Employment and Exit Provisions set out in clause 3 of Schedule 2 of the Collaboration Agreement commencing 1 April 2016 made between Brent and Lewisham Councils (“the 2016 Collaboration Agreement”) shall no longer apply and are superseded by the terms of clause 3 of this Schedule 2; and
- (b) to the extent that it is not superseded by this Agreement, the other terms of Schedule 2 of the 2016 Collaboration Agreement shall continue to apply to those employees of Lewisham’s previous contractor who transferred to Brent for the purpose of Shared Technology Services under a Relevant Transfer prior to the Commencement Date under this Agreement; and
- (c) in the event of any inconsistency between the terms of Schedule 2 of this Agreement and the terms of Schedule 2 of the 2016 Collaboration Agreement, the terms of Schedule 2 of this Agreement shall prevail.

1. Interpretation & Definitions

- 1.1. The following additional definitions shall apply in this schedule and where used in the Agreement, in addition to the definitions contained in clause 1 of the Agreement:

Actuarial Guidance: actuarial guidance issued by the Secretary of State in accordance with regulation 2 (3) of the LGPS Regulations

Allocation Agreement: the agreement in clause 3.3 between the three Councils for the allocation of Shared Technology Services Staff to each of them and or their Replacement Contractors on the withdrawal of a Council(s) or termination of this Agreement .

Appropriate Pension Provision:

in respect of Eligible Employees, either:

- (i) membership, continued membership or continued eligibility for membership of the pension scheme of which they were members, or were eligible to be members, or were in a waiting period to become a member of, prior to the Relevant Transfer; or
- (ii) membership or eligibility for membership of a pension scheme, which is certified by the Government Actuary's Department (GAD) as being broadly comparable to the terms of the pension scheme of which they were, or were eligible to be, members.

Brent's Final Staff List: The list of Brent's and any of Brent's Sub-Contractor's personnel engaged in, or wholly or mainly assigned to, the provision of Shared Technology Services or any part of Shared Technology Services, and which identifies the Returning Relevant Employees and Returning Agreed Employees, at the Service Transfer Date.

Brent's Provisional Staff List:

The list prepared by Brent of all Brent's and any of Brent's Sub-Contractor's personnel engaged in, or wholly or mainly assigned to, the provision of Shared Technology Services or any part of Shared Technology Services and which identifies the

Potential Returning Relevant Employees and
Potential Returning Agreed Employees .

Brent Sub-Contractor: The contractor(s) engaged by Brent to provide goods, services or works to, for or on behalf of Brent as the Host Council in respect of Shared Technology Services.

Brent Pension Fund: The London Borough of Brent Pension Fund maintained by Brent in accordance with the LGPS Regulations.

Eligible Employees: The Transferring Employees who are active members of (or are eligible to join) the LGPS on the date of a Relevant Transfer including the Transfer Date.

Employee Liability Information:

The information that a transferor is obliged to notify to a transferee under Regulation 11(2) of TUPE:

the identity and age of the employee; and

the employee's written statement of employment particulars (as required under section 1 of the Employment Rights Act 1996); and

information about any disciplinary action taken against the employee and any grievances raised by the employee, where the Employment Act 2002 (Dispute Resolution) Regulations 2004 (SI 2004/752) and/or a Code of Practice issued under Part IV of the Trade Union and Labour Relations (Consolidation) Act 1992 relating exclusively or primarily to the resolution of disputes applied, within the previous two years; and

information about any court or tribunal case, claim or action either brought by the employee against the transferor within the previous two years or where the transferor has reasonable grounds to believe that such action may be brought against Brent arising out of the employee's employment with the Previous Contractor; and

information about any collective agreement that will have effect after the Transfer Date in relation to the employee under regulation 5(a) of TUPE.

Employment Liabilities: All claims, including claims for redundancy payments, unlawful deduction of wages, unfair, wrongful or constructive dismissal compensation, compensation for sex, race or disability discrimination, claims for equal pay, compensation for less favourable treatment of part-time workers, and any claims (whether in tort, contract, statute or otherwise), demands, actions, proceedings and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs including and expenses reasonably incurred in connection with a claim or investigation (including any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body), and of implementing any requirements which may arise from such investigation, and any legal costs and expenses.

Lewisham Entry Pension Deficit Payment:

Has the meaning given in clause 5.7

Lewisham Exit Pension Deficit Payment:

Has the meaning given in clause 5.12

Lewisham Pension Fund:

The London Borough of Lewisham Pension Fund maintained by Lewisham in accordance with the LGPS Regulations.

LGPS:

Local Government Pension Scheme.

LGPS Capital Cost:

The sum representing the additional identifiable cost to the Brent Pension Fund, as certified by an actuary appointed by Brent where Brent:

- (a) terminates the employment contract of a Shared Technology Services Eligible Employee who is aged 55 or over at the time by reason of redundancy or in the interests of efficiency (or otherwise allows such employee to retire on those grounds); or
- (b) grants an early retirement request in relation to a Shared Technology Services Eligible Employee (including where such Shared Technology Services Eligible Employee is a deferred member of the LGPS); or
- (c) terminates the employment contract of a Shared Technology Services Eligible Employee on the grounds of permanent ill health or infirmity of mind or body; or
- (d) brings the deferred or active benefit of a Shared Technology Services Eligible Employee into

payment through consent to retiring voluntarily on or after age 55; or

- (e) brings the deferred or active benefit of a Shared Technology Services Eligible Employee into payment on the grounds of permanent ill health or infirmity of mind or body; or
- (f) grants an augmentation of benefits in relation to a Shared Technology Services Eligible Employee which is in addition to any augmentation that an Eligible Employee is entitled to as of right under the LGPS; or
- (g) reduces or waives any contributions due from any Shared Technology Services Eligible Employee; or
- (h) awards pay increases to Shared Technology Services Eligible Employees the average percentage increase of which exceeds the rate for pay increases in the last valuation of the LGPS prior to the award of the pay increase in question; or
- (j) exercises a discretion under the LGPS Regulations in relation to a Shared Technology Services Eligible Employee.

LGPS Regulations: the Local Government Pension Scheme Regulations 2013 (SI 2013/2356).

Potential Remaining Brent Employees:

has the meaning given in clause 3.4.3

Potential Returning Agreed Employees:

Has the meaning given in clause 3.4.2

Potential Returning Employees:

Potential Returning Relevant Employees and
Potential Returning Agreed Employees:

Potential Returning Relevant Employees:

Has the meaning given in clause 3.4.1

Previous Lewisham Contractor:

The contractor with whom Lewisham contracted for the provision of services before the Transfer Date that are the same as or substantially similar to Shared Technology Services (or of each relevant part of thereof).

Previous Southwark Contractor:

The contractor with whom Southwark previously contracted for the provision of services before the Transfer Date that are the same as or substantially similar to Shared Technology Services or of each relevant part of thereof.

Redundant Shared Technology Services Staff:

Shared Technology Services Staff whom Brent dismisses within six (6) months of the Transfer Date by way of redundancy following a lawful procedure as part of a restructuring or reorganisation of the workforce engaged in connection with the provision of the Shared Technology Service.

Relevant Transfer: A relevant transfer for the purposes of TUPE.

Remaining Council: A Council which is not a Withdrawing Council.

Replacement Contractor:

Any third party at any time appointed by Brent,

Lewisham or Southwark to provide Replacement Services including where relevant the Councils themselves and any subcontractor of the third party.

Replacement Services: A service that is the same or substantially the same as Shared Technology Services or any part thereof in succession to or in substitution for Shared Technology Services or any part thereof.

Returning Council: Means the Council which is obliged to take the Returning Employees.

Returning Agreed Employees:

Has the meaning given in clause 3.10

Returning Employees: Returning Relevant Employees and Returning Agreed Employees.

Returning Relevant Employees:

Those employees whose contracts of employment transfer with effect from the Service Transfer Date to a Returning Council or a Replacement Contractor by virtue of the application of TUPE.

Service Transfer Date: The date at the end of the Exit Period on which Shared Technology Services (or the relevant part of the Shared Technology Service) transfers to the Returning Council(s) or to its/their Replacement Contractor(s).

Shared Technology Services Eligible Employee:

A member of the Shared ICT Staff who is an active member of or who has the right to acquire benefits under the LGPS.

Southwark Entry Pension Deficit Payment

has the meaning given in clause 5.9

Southwark Exit Pension Deficit Payment:

has the meaning given in clause 5.13

Southwark Pension Fund:

The London Borough of Southwark Pension Fund maintained by Southwark in accordance with the LGPS Regulations.

Staffing Information:

In relation to all persons detailed on Brent's Provisional Staff List, in an anonymised format, such information as Lewisham and/or Southwark may reasonably request including the Employee Liability Information and details of whether the personnel are employees, workers, self-employed, contractors or consultants, agency workers or otherwise, and the amount of time spent on the provision of Shared Technology Services or part thereof.

Transfer Date:

The transfer on such dates on or after the Commencement Date agreed by the Councils (each a Transfer Date) to Brent of responsibility for provision of (or procuring the provision by a Brent Sub-Contractor of) Shared Technology Services or of each relevant part of thereof in accordance with this Agreement.

Transferring Employees:

The Transferring Lewisham Employees and Transferring Previous Lewisham Contractor Employees and the Transferring Southwark Employees and the Transferring Previous Southwark Contractor Employees.

Transferring Lewisham Employees:

Employees of Lewisham, whose contracts of employment transfer with effect from the Transfer Date to Brent by virtue of the application of TUPE.

Transferring Previous Lewisham Contractor Employees:

Employees of the Lewisham Previous Contractor, or any of its sub-contractors, whose contracts of employment transfer with effect from the Transfer Date to Brent by virtue of the application of TUPE.

Transferring Southwark Employees:

Employees of Southwark, whose contracts of employment transfer with effect from the Transfer Date to Brent by virtue of the application of TUPE.

Transferring Previous Southwark Contractor Employees:

Employees of the Southwark Previous Contractor, or any of its sub-contractors, whose contracts of employment transfer with effect from the Transfer Date to Brent by virtue of the application of TUPE.

Transferor Employer: The respective employer of the Transferring Employees prior to the Transfer Date.

Transfer Value Payment: The payment of an amount in respect of the relevant Eligible Employee's service in their LGPS Pension Fund before the Relevant Transfer.

Withdrawing Council: A Council which withdraws from the Agreement pursuant to clause 14 of the Agreement.

2. Transfer of employees to Brent on the Transfer Date

2.1. The Councils agree that each Transfer Date will be a Relevant Transfer in relation to the applicable Transferring Employees and the contracts of employment of those Transferring Employees shall transfer to Brent on the

Transfer Date and take effect (subject to Regulation 10 of TUPE) thereafter as if originally made between Brent and the Transferring Employees. The first Transfer Date, shall occur on the Commencement Date. For the avoidance of doubt, no Transferring Lewisham Employees or Transferring Previous Lewisham Contractor Employees will transfer to Brent on the first Transfer Date.

- 2.2. On the occasion of a Relevant Transfer, pursuant to the Agreement Brent shall comply and shall procure that each Brent Sub-Contractor shall comply with their respective obligations under TUPE, the Directive and the Pensions Act 2004 and the Pensions Act 2008 as amended, and any regulations made thereunder.
- 2.3. Lewisham shall, and shall procure that each Previous Lewisham Contractor shall, comply with their respective obligations under TUPE and the Directive with regard to a Relevant Transfer pursuant to this Agreement.
- 2.4. Southwark shall, and shall procure that each Previous Southwark Contractor shall, comply with their respective obligations under TUPE and the Directive with regard to a Relevant Transfer pursuant to this Agreement.
- 2.5. Lewisham shall, and shall procure that the Previous Lewisham Contractor shall, be responsible for all remuneration, benefits, entitlements and outgoings including without limitation all wages, holiday pay, bonuses, commission, payment of PAYE, national insurance contributions, pension contributions and otherwise, up to (but not including) the Transfer Date in respect of the Transferring Lewisham Employees and Transferring Previous Lewisham Contractor Employees respectively.
- 2.6. Southwark shall, and shall procure that the Southwark Previous Contractor shall, be responsible for all remuneration, benefits, entitlements and outgoings including without limitation all wages, holiday pay, bonuses, commission, payment of PAYE, national insurance contributions, pension contributions and otherwise, up to (but not including) the Transfer Date in respect of the Transferring Southwark Employees and Transferring Previous Southwark Contractor Employees respectively.

- 2.7. Lewisham shall, and shall procure that the Lewisham Previous Contractor shall provide and, where necessary, update the Employee Liability Information for the Transferring Lewisham Employees and Transferring Previous Lewisham Contractor Employees respectively to Brent, as required by TUPE. Lewisham shall warrant that Employee Liability Information for the Transferring Lewisham Employees is complete and accurate as it is aware or should reasonably be aware as at the date it is disclosed. Lewisham shall not warrant that the Employee Liability Information for the Transferring Previous Lewisham Contractor Employees is complete and accurate at any time and reserves the right to advise Brent up to the Transfer Date of any changes to that Employee Liability Information but again will not warrant the accuracy or completeness of such changed information.
- 2.8. Southwark shall, and shall procure that the Southwark Previous Contractor shall provide and, where necessary, update the Employee Liability Information for the Transferring Southwark Employees and Transferring Previous Southwark Contractor Employees respectively to Brent, as required by TUPE. Southwark shall warrant that Employee Liability Information for the Transferring Southwark Employees is complete and accurate as it is aware or should reasonably be aware as at the date it is disclosed. Southwark shall not warrant that the Employee Liability Information for the Transferring Previous Southwark Contractor Employees is complete and accurate at any time and reserves the right to advise Brent up to the Transfer Date of any changes to that Employee Liability Information but again will not warrant the accuracy or completeness of such changed information.
- 2.9. Subject to the Agreement provisions on cost recovery, cost apportionment and financial principles set out in Schedule 8 of the Agreement Brent shall be responsible for all remuneration, benefits, entitlements and outgoings in respect of the Transferring Employees and any other person who is or will be employed or engaged by Brent in connection with its agreed role as Host Council for Shared Technology Services, including without limitation all wages, holiday pay, bonuses, commission, payment of PAYE, national

insurance contributions, pension contributions and otherwise, from and including the Transfer Date.

2.10. Brent agrees to keep Lewisham, the Previous Lewisham Contractor, Southwark and the Southwark Previous Contractor fully and effectively indemnified against:

- 2.10.1. any failure to meet all emoluments and outgoings in respect of the Transferring Employees and any other person who is or will be employed or engaged by Brent in connection with its agreed role as Host Council for Shared Technology Services, including (without limitation) all wages, contractual bonuses, contractual commission, PAYE, national insurance contributions and pensions contributions or otherwise from and including the Transfer Date;
- 2.10.2. all and any costs, claims, liabilities and expenses (including reasonable legal expenses) arising due to or in connection with the termination or purported termination of the employment of any of the Transferring Employees and any other person who is or will be employed or engaged by Brent in connection with its agreed role as Host Council for Shared Technology Services, and any other person who is or will be employed or engaged by Brent in connection with its agreed role as Host Council for Shared Technology Services, from and including the Transfer Date and against all direct, reasonable and proper costs, damages, fines, judgements, expenses and liability whatsoever reasonably incurred in relation to any such claim;
- 2.10.3. all actions, proceedings, costs, claims, demands, awards, fines, orders and liabilities whatsoever the cause of action which arise as a result of the acts or omissions of Brent on or after the Transfer Date in relation to the employment of the Transferring Employees and any other person who is or will be employed or engaged by Brent in connection with its agreed role as Host Council for Shared Technology Services;

2.10.4. all and any costs, claims, liabilities and expenses (including reasonable legal expenses) arising due to or in connection with any action or claim by any of the Transferring Employees and any other person who is or will be employed or engaged by Brent relating to any act or omission of Brent in relation to its obligations under Regulations 13 and 14 of TUPE; and

2.10.5. against all and any Employment Liabilities arising as a direct result of :

- a. any proposed changes to terms and conditions of employment of the Transferring Employees ; and
- b. any of the Transferring Employees informing their respective Transferor Employer before the Transfer Date that they object to being employed by Brent
- c. any change in identity of the Transferring Employees' employer as a result of the operation of TUPE on the Transfer Date.

2.11. The indemnities contained in the provisions of clause 2.10 above

2.11.1. shall not apply where or to the extent that the Employment Liabilities arise or are attributable to an act or omission of the Transferor Employer whether occurring or having its origin before the Transfer Date or thereafter including, without limitation, any Employment Liabilities or any matters arising from the Transferor Employer's failure, act or omission to comply with its or their obligations under TUPE; and

2.11.2. shall be subject in any and all cases to the cost recovery and cost apportionment provisions and financial principles set out in Schedule 8 of the Agreement.

2.12. Transferor Employer's Indemnities

- 2.12.1. Lewisham shall and shall procure that the Previous Lewisham Contractor shall fully and effectively indemnify Brent from and against any Employment Liabilities in respect of any Transferring Lewisham Employees and any Transferring Previous Lewisham Contractor Employees (or, where applicable any employee representative as defined in under TUPE) arising from or as a result of:
- a. any act or omission by Lewisham or the Previous Lewisham Contractor arising before the Transfer Date;
 - b. the breach or non-observance by Lewisham or the Previous Lewisham Contractor arising before the Transfer Date of:
 - i. any collective agreement applicable to the Transferring Lewisham Employees or the Previous Lewisham Contractor Employees; and/or
 - ii. any custom or practice in respect of any Transferring Lewisham Employees or the Previous Lewisham Contractor Employees which Lewisham or the Previous Lewisham Contractor is contractually bound to honour;
 - c. any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - i. in relation to any Transferring Lewisham Employee or the Previous Lewisham Contractor Employees, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Transfer Date; and
 - ii. in relation to any employee who is not a Transferring Lewisham Employee or Previous Lewisham Contractor

Employee and in respect of whom it is later alleged or determined that TUPE applied so as to transfer his employment from Lewisham or from the Previous Lewisham Contractor to Brent (and/or any notified Brent Sub-Contractor as appropriate), to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations in respect of the period to (but excluding) the Transfer Date;

- d. a failure of Lewisham or the Previous Lewisham Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to their respective Transferring Employees in respect of the period to (but excluding) the Transfer Date;
- e. any claim made by or in respect of any person employed or formerly employed by Lewisham or the Previous Lewisham Contractor (other than a Transferring Lewisham Employee or Transferring Previous Lewisham Contractor Employee) for whom it is alleged Brent and/or any notified Brent Sub-Contractor as appropriate may be liable by virtue of the IAA and/or the TUPE Regulations and/or the Directive.
- f. any claim made by or in respect of a Transferring Lewisham Employee or Transferring Previous Lewisham Contractor Employee or any appropriate employee representative (as defined in the TUPE Regulations) of any Transferring Lewisham Employee or Transferring Previous Lewisham Contractor Employee relating to any act or omission of Lewisham or Previous Lewisham Contractor in relation to its or their obligations under regulation 13 of TUPE, except to the extent that the liability arises from the failure by Brent or any Brent Sub-Contractor to comply with regulation 13(4) of TUPE.

- 2.12.2. Southwark shall and shall procure that the Previous Southwark Contractor shall fully and effectively indemnify Brent against any Employment Liabilities in respect of any Transferring Southwark Employees and any Transferring Previous Southwark Contractor Employees respectively (or, where applicable any employee representative as defined in TUPE) arising from or as a result of:
- a. any act or omission by Southwark or the Previous Southwark Contractor arising before the Transfer Date;
 - b. the breach or non-observance by Southwark or the Previous Southwark Contractor arising before the Transfer Date of:
 - i. any collective agreement applicable to the Transferring Southwark Employees or Transferring Previous Southwark Contractor Employees; and/or
 - ii. any custom or practice in respect of any Transferring Southwark Employees or Transferring Previous Southwark Contractor Employees which Southwark or the Previous Southwark Contractor is contractually bound to honour;
 - c. any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - i. in relation to any Transferring Southwark Employee or Transferring Previous Southwark Contractor Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Transfer Date; and
 - ii. in relation to any employee who is not a Transferring Southwark Employee or Transferring Previous Southwark Contractor Employee and in respect of whom it is later

alleged or determined that TUPE applied so as to transfer his employment from Southwark or a Previous Southwark Contractor to Brent and/or any notified Brent Sub-Contractor as appropriate, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations in respect of the period to (but excluding) the Transfer Date;

- d. a failure of Southwark or Previous Southwark Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to their respective Transferring Employees in respect of the period to (but excluding) the Transfer Date;
- e. any claim made by or in respect of any person employed or formerly employed by Southwark or Previous Southwark Contractor other than a Transferring Southwark Employee or Transferring Previous Southwark Contractor Employee for whom it is alleged Brent and/or any notified Brent Sub-Contractor as appropriate may be liable by virtue of this Agreement and/or the TUPE Regulations and/or the Directive; and
- f. any claim made by or in respect of a Transferring Southwark Employee or Previous Southwark Contractor Employees or any appropriate employee representative (as defined in the TUPE Regulations) of any Transferring Southwark Employee or Previous Southwark Contractor Employees relating to any act or omission of Southwark or Previous Southwark Contractor in relation to their obligations under regulation 13 of TUPE, except to the extent that the liability arises from the failure by the Brent or any Brent Sub-Contractor to comply with regulation 13(4) of TUPE.

3. Employment exit provisions

- 3.1. Upon the termination of Shared Technology Services under clause 15 of the Agreement or the withdrawal of a Council from the Agreement under clause

14 or for any reason whatsoever, in whole or in part, the Councils acknowledge and agree that it is their mutual intention that TUPE shall apply or be deemed to apply in respect of the provision thereafter of any Replacement Services by any of the Councils or their Replacement Contractors respectively but the position shall be determined in accordance with the law during the Exit Period and this clause 3.1 is without prejudice to such determination.

- 3.2. The Councils agree that the provisions of the Exit Management Protocol in Schedule 5 shall apply.
- 3.3. As soon as practicable and in any event within ninety (90) days of the start of the Exit Period, the Councils shall come together for consultation and co-operation on the prospective matters which need to be discussed to the extent possible regarding a prospective Relevant Transfer at the end of the Exit Period; and the arrangements the Councils wish to consider or propose with regard to staffing and service requirements projected prospectively to apply after the end of the Exit Period with a view to reaching an Allocation Agreement.
- 3.4. The Allocation Agreement shall identify those Shared Technology Services Staff who would
 - 3.4.1. if they remained employed by Brent at the end of the Exit Period, be the subject of a Relevant Transfer to a Returning Council or any Replacement Contractor(s) respectively ("Potential Returning Relevant Employees"); or
 - 3.4.2. otherwise be eligible for return or re-allocation to one of the Councils and be offered employment pursuant to the provisions of clause 3.9 below ("Potential Returning Agreed Employees");(together referred to as "the Potential Returning Employees"); or

- 3.4.3. otherwise remain employed by Brent after the end of the Exit Period (“ the Potential Remaining Brent Employees”).
- 3.5. The Councils shall, having consulted with and (subject to the agreement of the Joint Management Board), use all reasonable endeavours to agree and implement any other steps, measures, processes and/ or procedures in order to minimise the potential for any Potential Returning Employees not becoming the subject of a Relevant Transfer to the Returning Council(s) or any Replacement Contractor(s) at the end of the Exit Period.
- 3.6. During the Exit Period, to the extent that any employees within Shared Technology Services Staff resign or have their employment lawfully terminated by Brent, the Joint Management Board shall agree that in the event that this creates any vacancies within Shared Technology Services Staff, such vacancy shall to the extent possible in light of service delivery requirements in relation to Shared Technology Services either:
- 3.6.1. not to be filled by Brent during the Exit Period; or
- 3.6.2. be filled by the engagement by Brent of agency staff or staff engaged on fixed term contracts of employment; or
- 3.6.3. where Brent recruit or redeploy any suitable individuals to the vacancy, such recruitment shall be on the basis that the individual will only be engaged in the delivery of Shared Technology Services and where the vacancy has arisen in respect of a Potential Returning Employee it should be made clear as part of such agreement that the individual will be subject to a Relevant Transfer to or be offered employment by the Returning Council or Replacement Contractor at the end of the Exit Period; or
- 3.6.4. where the vacancy has arisen in respect of a Potential Returning Employee: the Returning Council or Replacement Contractor shall instead recruit a suitable individual in relation to the vacancy and then second such individual to Brent for the remainder of the Exit

Period to deliver Shared Technology Services with such secondment to end at the end of the Exit Period;

- 3.7. The Councils shall consult with one another and, by means of the Joint Management Board, the Councils agree to use all reasonable endeavors to consult upon and agree a reorganisation process with the Potential Returning Employees and/or their appointed employee representatives or trade unions, to confirm who will be subject to a Relevant Transfer to the Returning Council(s) or any Replacement Contractor(s) at the end of the Exit Period (dependent on the circumstances of the exit).
- 3.8. Where the requirements of clauses 3.2 to 3.7 having been complied with, there are or remain any Potential Returning Employees who may not be Potential Returning Relevant Employees, the provisions of clause 3.9 to 3.11 below shall apply.
- 3.9. If TUPE does not apply at the end of an Exit Period the Councils shall and shall each procure that each of their respective Replacement Contractors shall as far as possible offer employment to the Potential Returning Agreed Employees employed in Shared Technology Services in the provision of the Returning Services immediately before the end of the Exit Period. This shall not detract from or override the commitment of the Councils in clauses 3.1, and 3.5.above.
- 3.10. If an offer of employment made in accordance with clause 3.9 is accepted by a Potential Returning Agreed Employee they shall be deemed a Returning Agreed Employee.
- 3.11. Where the Returning Council or any Replacement Contractor does not make any such offer or any such offer as referred to in clause 3.9 is not accepted and TUPE does not apply, the provision of clause 3.12 below shall apply regarding any redundancy or reorganisation costs incurred by Brent.

Exit Redundancy and reorganisation costs

- 3.12. Where the Returning Council or any Replacement Contractor does not make any such offer or any such offer as referred to in clause 3.9 is not accepted and the Councils acting via the Joint Management Board agree that TUPE does not apply to any Potential Returning Employees at the End of any Exit Period ;
- 3.12.1. subject always to the agreement of the Councils acting via the Joint Management Board, Brent shall be entitled to dismiss any or all of the Potential Returning Employees by reason of redundancy or for some other substantial reason provided that Brent shall follow a lawful dismissal procedure (and carry out in the required manner any obligation to consult with the Potential Returning Employees or any of them, or their respective representatives, and shall use all reasonable endeavours to mitigate the amount of any costs payable in respect of the said employees or their dismissal);
- 3.12.2. The Returning Council shall indemnify Brent in accordance with the cost apportionment and financial principles as set out in Schedule 8 of the Agreement against all Employment Liabilities relating to the dismissal and redundancy costs as referred to in clause 3.12.1 above reasonably incurred by Brent (including any LGPS Capital Costs).

Exit Information

- 3.13. At any time during the Exit Period:
- 3.13.1. Brent shall and shall procure that any Brent Sub-Contractor shall on request from the Returning Council, provide in respect of any person engaged or employed by Brent or any Brent Sub-Contractor in the provision of Shared Technology Services, Brent's Provisional Staff List and the Staffing Information together with any additional information reasonably requested by Lewisham and/or Southwark (as appropriate) including information as to the potential application of TUPE to the employees. Brent shall notify Lewisham and/or Southwark (as appropriate) via the Joint

Management Board of any material changes to this information periodically during the Exit Period and shall within 14 days of each and every request from Lewisham and/or Southwark (as appropriate) provide an updated Brent's Provisional Staff List and Staffing Information; and

- 3.13.2. Brent shall be entitled to have information provided by Lewisham or Southwark via the Joint Management Board (and other agreed means) as to their intentions and plans for Replacement Services and this information shall also be updated periodically during the Exit Period.
- 3.14. Not less than twenty eight (28) days prior to the Service Transfer Date, Brent shall and shall procure that any Brent Sub-Contractor shall prepare and provide to Lewisham and/or Southwark and (as appropriate) at the direction of Lewisham and/or Southwark (as appropriate), to the their Replacement Contractor, Brent's Final Staff List, which shall be complete and accurate in all material respects.
- 3.15. Brent, Lewisham and Southwark shall each be permitted to use and disclose Brent's Provisional Staff List and Brent's Final Staff List and the Staffing Information for informing any tenderer or other prospective Replacement Contractor for any Replacement Services or services that are a similar type of services as Shared Technology Services or any part of.
- 3.16. Brent warrants that Brent's Provisional Staff List and Brent's Final Staff List and the Staffing Information (the TUPE Information) will be true and accurate in all material respects and that no persons are employed or engaged in the provision of Shared Technology Services other than those included on Brent's Final Staff List.
- 3.17. Brent shall and shall procure that any Brent Sub-Contractor shall ensure at all times that it has the right to provide the TUPE Information under Data Protection Legislation.

- 3.18. From the start of and for the duration of the Exit Period Brent shall and shall procure that any Brent Sub-Contractor shall not materially increase or decrease the total number of staff listed on Brent's Provisional Staff List, their remuneration, or make any other material change in the terms and conditions of those employees without Lewisham and Southwark's prior written consent (which shall not be unreasonably withheld or delayed).
- 3.19. From the start of and for the duration of the Exit Period Brent shall and shall procure that any Brent Sub-contractor shall not employ more staff than are reasonably required for the continued provision of Shared Technology Services ("Excess Staff"). Brent shall obtain the written consent of the Joint Management Board prior to taking on any necessary Excess Staff for the provision of the Shared Technology Services, such consent not to be unreasonably withheld or delayed.
- 3.20. Subject to clause 3.22 Brent shall fully and effectively indemnify and keep indemnified in full and effectively the Returning Council against all Employment Liabilities relating to:
- 3.20.1. any person who is or has been employed or engaged by Brent or any Brent Sub-Contractor in connection with the hosting of the Shared Technology Services ; or
 - 3.20.2. any trade union or staff association or employee representative of Shared Technology Services Staff (where such Employment Liabilities arise as a result of any act, fault or omission of Brent and/or any Brent Sub-Contractor),
- arising from or connected with any failure by Brent and/or any Brent Sub-Contractor to comply with any legal obligation, whether under regulation 13 or 14 of TUPE or any award of compensation under regulation 15 of TUPE or under the Directive or otherwise, and whether any such claim arises or has its origin before on or after the Service Transfer Date;

3.21. Subject to clause 3.22 Brent shall fully and effectively indemnify and keep indemnified in full and effectively the Returning Council against all Employment Liabilities relating to:

3.21.1. any person employed or engaged by Brent or any Brent's Replacement Contractor in connection with the provision of Brent's Replacement Services; or

3.21.2. any trade union or staff association or employee representative of such persons in 3.21.1 (where such claim arises as a result of any act, fault or omission of Brent and/or any Brent Replacement Contractor),

whether any such claim arises or has its origin before on or after the Service Transfer Date.

3.22. The indemnities in clauses 3.20 and 3.21:

3.22.1. shall not apply to the extent that the Employment Liabilities arise or are attributable to an act or omission of the Returning Council or their respective Replacement Contractor/s whether occurring or having its origin before on or after the Service Transfer Date; and

3.22.2. shall be subject to clause 3.12.2.

3.23. Subject to clause 3.24 the Returning Council shall indemnify and hold Brent harmless from and against all Employment Liabilities relating to:

3.23.1. any act or omission by the Returning Council or their respective Replacement Contractor/s relating to a Returning Relevant Employee occurring on or after the Service Transfer Date;

3.23.2. all and any claims in respect of all emoluments and outgoings in relation to the Returning Relevant Employees (including without limitation all wages, bonuses, PAYE, National Insurance

contributions, pension contributions and otherwise) accrued and payable after the Service Transfer Date ; and

- 3.23.3. any act or omission by the Returning Council or their respective Replacement Contractor/s relating to a Returning Agreed Employee occurring after the date of commencement of the Returning Agreed Employee's employment with the Returning Council or their respective Replacement Contractor/s;
- 3.23.4. all and any claims in respect of all emoluments and outgoings in relation to the Returning Agreed Employees (including without limitation all wages, bonuses, PAYE, National Insurance contributions, pension contributions and otherwise) accrued and payable after the date of commencement of the Returning Agreed Employee's employment with the Returning Council or their respective Replacement Contractor/s.
- 3.24. The indemnities in clause 3.23 shall not apply to the extent that the Employment Liabilities arise or are attributable to an act or omission of the Remaining Council/s or their Contractor/s whether occurring or having its origin before on or after the Service Transfer Date.
- 3.25. The parties shall co-operate to ensure that any requirement to inform and consult with the employees and or employee representatives in relation to any Relevant Transfer as a consequence of a Relevant Transfer will be fulfilled.
- 3.26. The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to clause 3.13 to clause 3.25 to the extent necessary to ensure that any Replacement Contractor shall have the right to enforce the obligations owed to, and indemnities given to, the Replacement Contractor by any of the Councils in its own right under section 1(1) of the Contracts (Rights of Third Parties) Act 1999.
- 3.27. Despite clause 3.26 it is expressly agreed that the parties may by agreement rescind or vary any terms of this Agreement without the consent of any other

person who has the right to enforce its terms or the term in question despite that such rescission or variation may extinguish or alter that person's entitlement under that right.

4. Pensions

- 4.1. The Transferring Employees shall be entitled to join the Brent Pension Fund from the Transfer Date.
- 4.2. Brent shall or shall procure that any relevant Brent Sub-Contractor shall ensure that all Eligible Employees are offered Appropriate Pension Provision with effect from the Transfer Date and shall comply with its obligations under the Pensions Act 2004 and the Pensions Act 2008 as amended, and any regulations made thereunder.
- 4.3. The provisions of clause 4 shall be directly enforceable by an Eligible Employee against Brent or any relevant Brent Sub-Contractor and the Councils agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to the extent necessary to ensure that any affected employee shall have the right to enforce any obligation owed to such employee by Brent or Brent Sub-Contractor under that clause in his own right under section 1(1) of the Contracts Rights of Third Parties Act 1999.
- 4.4. Brent hereby indemnifies Lewisham and Southwark and/or any Replacement Contractor and, in each case, their sub-contractors from and against all Employment Liabilities suffered or incurred by it or them which arise from claims by Eligible Employees or by any trade unions, elected employee representatives or staff associations in respect of all or any such Eligible Employees which losses:
 - 4.4.1. relate to pension rights in respect of periods of employment on or after the Transfer Date or other subsequent Relevant Transfer Date until the date of the end of the Exit Period or the Service Transfer Date; or

4.4.2. arise out of the failure of Brent and/or any relevant Brent Sub-Contractor to comply with the provisions of this clause 4 before the date of termination or expiry of the Agreement,

save to the extent that such losses have been caused or contributed to by any act and/or omission of Southwark or any Previous Southwark Contractor or Lewisham or any Previous Lewisham Contractor.

4.5. Lewisham hereby indemnifies (and shall procure that the Previous Lewisham Contractor indemnifies) Brent from and against all Employment Liabilities suffered or incurred by Brent which arise from claims by Lewisham Eligible Employees or by any trade unions, elected employee representatives or staff associations in respect of all or any such Lewisham Eligible Employees which losses relate to pension rights in respect of periods of employment before the Transfer Date save to the extent that such losses have been caused or contributed to by any act and/or omission of Brent or any Brent Sub-Contractor.

4.6. Southwark hereby indemnifies Brent from and against all Employment Liabilities suffered or incurred by Brent which arise from claims by Southwark Eligible Employees or by any trade unions, elected employee representatives or staff associations in respect of all or any such Southwark Eligible Employees which losses relate to pension rights in respect of periods of employment before Transfer Date save to the extent that such losses have been caused or contributed to by any act and/or omission of Brent or any Brent Sub- Contractor.

4.7. Save on termination of this Agreement, if the employment of any Eligible Employee transfers to another employer (by way of a transfer under TUPE or the Directive), Brent shall and shall procure that any relevant Brent Sub-Contractor shall:

4.7.1. Consult with and inform those Eligible Employees of the pension provisions relating to that transfer;

- 4.7.2. Procure that the employer to which the Eligible Employees are transferred (“the New Employer”) complies with the provisions of clauses 4.2 and 4.3 of this Schedule provided that references to “Brent Sub-Contractor” will become references to the New Employer, and the Transfer Date will be the date of the transfer to the New Employer and references to “Eligible Employees” will become references to the Eligible Employees so transferred to the New Employer.
- 4.8. On termination of this Agreement Brent shall and shall procure that any Brent Sub-Contractor shall:
- 4.8.1. maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by Brent or any Brent Sub-Contractor in the provision of Shared Technology Services on the termination of this Agreement.
- 4.8.2. promptly provide to the Returning Council such documents and information mentioned in clause 4.8.1 which the Returning Council may reasonably request in advance of the termination of this Agreement, and
- 4.8.3. co-operate fully with the reasonable requests of the Returning Council relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by Brent or any Sub-Contractor in the provision of Shared Technology Services on the termination of this Agreement.

5. LGPS

- 5.1. Brent shall not take any action in respect of any Shared ICT Staff which may incur a LGPS Capital Cost without first notifying the Joint Management Board

of the proposed action and the potential costs including the LGPS Capital Costs involved.

- 5.2. Where the action or proposed action referred to in clause 5.1 is the exercise of discretion under the LGPS Regulations Brent shall not take that action without the prior agreement of the Joint Management Board, such agreement not to be unreasonably withheld. Where Brent take any action referred to in this clause 5.2 without the agreement of the Joint Management Board the LGPS Capital Costs arising from that action will be borne solely by Brent.
- 5.3. Brent shall ,on each occasion that it proposes to take or takes any action referred to in clause 5.1, comply with the LGPS Regulations and Brent's applicable policies and procedures current at the date of Brent's proposed action.
- 5.4. The apportionment and financial principles as set out in Schedule 8 shall apply to LGPS Capital Costs.
- 5.5. Eligible Employees who are current members of the Southwark Pension Fund or Lewisham Pension Fund as at the Transfer Date, shall also have the right to transfer their benefits under the Lewisham Pension Fund and/or Southwark Pension Fund as accrued up to the Transfer Date into the Brent Pension Fund. Where an Eligible Employee chooses not transfer their benefits, Brent will have no liability to Lewisham or Southwark in relation to any accrued pension deficit relating to that Eligible Employee.
- 5.6. Where any Eligible Employee transfers their accrued membership of the Lewisham Pension Fund into the Brent Pension Fund, regulation 103 (2) of the LGPS Regulations shall apply and Lewisham shall make an individual Transfer Value Payment to Brent in respect of each such Eligible Employee in accordance with the Actuarial Guidance.
- 5.7. If under the LGPS Regulations the transfer values attributable to the Eligible Employees should be calculated on an aggregate basis (a bulk transfer) rather than individual basis then the Transfer Value Payment will be on a fully

funded basis and Brent and Lewisham will arrange for their actuarial advisors to calculate and agree a lump sum amount that fully meets the pension deficit resulting from the Eligible Employees transferring their accrued Lewisham pension benefits into the Brent Pension Fund (the "Lewisham Entry Pension Deficit Payment"). Lewisham shall pay Brent for the amount of their respective Lewisham Entry Pension Deficit Payment through a single lump sum payment by electronic transfer within twenty eight (28) days of Lewisham receiving written notification from Brent that such payment shall be made and the amount of such payment which shall be deemed to cover in full the Lewisham Entry Pension Deficit Payment. Brent shall pay the Lewisham Entry Pension Deficit Payment once received from Lewisham to the credit of the Brent Pension Fund.

- 5.8. Where any Eligible Employee transfers their accrued membership of the Southwark Pension Fund as appropriate into the Brent Pension Fund, regulation 103 (2) of the LGPS Regulations shall apply and Southwark shall make an individual Transfer Value Payment to Brent in respect of each such Eligible Employees in accordance with the Actuarial Guidance.
- 5.9. If under the LGPS Regulations the transfer values attributable to the Eligible Employees should be calculated on an aggregate basis (a bulk transfer) rather than individual basis then the Transfer Value Payment will be on a fully funded basis and Brent and Southwark will arrange for their actuarial advisors to calculate and agree a lump sum amount that fully meets the pension deficit resulting from the Eligible Employees transferring their accrued Southwark pension benefits respectively into the Brent Pension Fund (the "Southwark Entry Pension Deficit Payment"). Southwark shall pay Brent for the amount of the Southwark Entry Pension Deficit Payment through a single lump sum payment by electronic transfer within twenty eight (28) days of Southwark receiving written notification from Brent that such payment shall be made and the amount of such payment which shall be deemed to cover in full the Southwark Entry Pension Deficit Payment. Brent shall pay the Southwark Entry Pension Deficit Payment once received from Southwark to the credit of the Brent Pension Fund.

- 5.10. For the avoidance of doubt, all liabilities of the Brent Pension Fund (including any liabilities attributable to past service pension deficit) in respect of the Eligible Employees from the Transfer Date up to and including the expiry or termination of this Agreement and any contributions required in accordance with the LGPS Regulations are the responsibility of Brent.
- 5.11. In the event that prior to, or on the termination of the Agreement, some or all of the provision of the Service provided by Brent as Host Council to Lewisham and Southwark is to be provided by Lewisham or Southwark or a Replacement Contractor, the Returning Employees may be entitled to join or, in the case of Returning Employees who are employed by a Replacement Contractor, may be offered membership of, the Lewisham Pension Fund or Southwark Pension Fund on transfer of their employment pursuant to TUPE (though where the Returning Relevant Employees are to be employed by a Replacement Contractor the offer of membership of the Lewisham Pension Fund or Southwark Pension Fund will only be with the Replacement Contractor's consent).
- 5.12. Where any Returning Employee transfers their accrued membership of the Brent Pension Fund into the Lewisham Pension Fund as on an individual basis as described in clause 5.2, the Transfer Value Payments will be calculated in accordance with the LGPS Regulations (or such replacement regulations as are from time to time in force). If under those regulations the transfer values attributable to the Returning Employees should be calculated on an aggregate basis (a bulk transfer) rather than individual basis then the Transfer Value Payment will be on a fully funded basis and Brent and Lewisham will arrange for their actuarial advisors to calculate and agree a lump sum amount that fully meets the pension deficit resulting from the Returning Employees transferring their accrued Brent pension benefits into the Lewisham Pension Fund (the "Lewisham Exit Pension Deficit Payment"). Brent shall pay Lewisham for the amount of the Lewisham Exit Pension Deficit Payment through a single lump sum payment by electronic transfer within twenty eight (28) days of Brent receiving written notification from Lewisham that such payment shall be made and the amount of such payment

which shall be deemed to cover in full the Lewisham Exit Pension Deficit Payment. Lewisham shall pay the Lewisham Exit Pension Deficit Payment once received from Brent to the credit of the Lewisham Pension Fund.

- 5.13. Where any Returning Employee transfers their accrued membership of the Brent Pension Fund into the Southwark Pension Fund as on an individual basis as described in clause 5.4, the Transfer Value Payments will be calculated in accordance with the LGPS Regulations (or such replacement regulations as are from time to time in force). If under those regulations the transfer values attributable to the Returning Employees should be calculated on an aggregate basis (a bulk transfer) rather than individual basis then the Transfer Value Payment will be on a fully funded basis and Brent and Southwark will arrange for their actuarial advisors to calculate and agree a lump sum amount that fully meets the pension deficit resulting from the Returning Employees transferring their accrued Brent pension benefits into the Southwark Pension Fund (the "Southwark Exit Pension Deficit Payment"). Brent shall pay Southwark for the amount of the Southwark Exit Pension Deficit Payment through a single lump sum payment by electronic transfer within twenty eight (28) days of Brent receiving written notification from Southwark that such payment shall be made and the amount of such payment which shall be deemed to cover in full the Southwark Exit Pension Deficit Payment. Southwark shall pay the Southwark Exit Pension Deficit Payment once received from Brent to the credit of the Southwark Pension Fund.

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SCHEDULE 3

AGREED SERVICE (SERVICE DESCRIPTION)

Contents

1. Introduction	4
2. Service Objectives.....	4
3. Service Levels and Key Performance Indicators	5
3.1 Standard Hours of Operation.....	5
3.1.1 Tier 0/1/2 Services, Systems & Applications	6
3.2 Service Level Agreements	7
3.3 Key Performance Indicators.....	9
3.4 Performance Management.....	13
4. Service Integration and management processes	13
4.1 Service Integration Activities.....	13
4.2 Detailed Description of Service Integration Activities	14
4.2.1 Service Integration.....	14
4.2.2 End to End Service Reporting	15
4.2.3 Continuous Service Improvement	15
4.2.4 Service Capacity & Availability Management.....	16
4.2.5 Service Configuration Management.....	16
4.2.6 Service Change and Release	16
5. Service Desk.....	17
5.1 Service Desk Key Responsibilities.....	17
5.2 Service Desk Management.....	17
5.3 Service Status Communication Management.....	18
5.4 Operation Service Management	19
5.5 Incident Management.....	19
5.6 Problem Management	20
5.7 Root Cause Analysis.....	20
5.8 Change and Release Management.....	20
5.9 Service Request Management	21
5.10 License Management	22
5.11 Knowledge Management	22
5.12 Customer Satisfaction	23
5.13 Other User Support Related Services.....	24
6. End User Services (EUS).....	24
6.1 EUS Service Objectives	24
6.2 General Roles and Responsibilities	25

6.3 Security.....	25
6.4 EUS Software Distribution Service	25
6.5 Hardware and Software Installation	26
6.6 Hardware & Software Maintenance	26
6.7 Software Support & Patching.....	26
6.8 Remote System Management.....	27
6.9 Mobile Access & Support	28
6.10 Web Access & Support.....	28
6.11 E-Mail Access & Support	29
6.12 Desk-Side Support.....	29
6.13 Build Management	30
6.14 Malware & Virus Protection.....	30
6.15 Automation	30
7. Infrastructure.....	31
7.1 Infrastructure Service Overview	31
7.2 Services Objectives.....	31
7.3 General Roles & Responsibilities.....	32
7.4 Operations and Administration.....	32
7.4.1 Monitoring Operations	32
7.4.2 Storage and Data Management	33
7.5 Database Management, Maintenance & Administration.....	33
7.6 IT Service Continuity & Disaster Recovery (DR) Services	34
7.7 Service Strategy for Business Continuity and Disaster Recovery.....	36
8. Telecommunications and Network Services	37
8.1 General Roles and Responsibilities	37
8.2 Monitoring Operations.....	38
8.3 LAN & WAN Services & Wi-Fi Operations and Administration	38
8.4 Firewall Services Operations and Administration	39
8.5 Voice Services Operations and Administration.....	39
9. Project Management.....	39
9.1 Project Management Overview	39
9.2 Portfolio and Project Management	40
9.3 Project Management.....	41
10. Strategy and Planning	43
10.1 Strategy and Development Support.....	43

11.	Performance and Management Reporting.....	43
12.	Management of 3 rd Party Suppliers.....	44

1. Introduction

Brent and Lewisham councils established a shared ICT service in April 2016 and Southwark joined in 2017. This includes: common ICT infrastructure, service desk covering all aspects of ICT support, associated project management, financial management, procurement, contract management and administration services. Brent employ all staff associated with providing these services. The full cost of delivering the service is shared between the three organisations. There are a small number of exceptions to this where the costs of a contract relates specifically to one of the councils, then that contract is managed solely by that council. Shared Technology Services does not currently include applications support, this is currently retained by each council.

Shared Technology Services personnel are employed as Brent staff, but its raison d’être is to provide a high-quality service to all three organisations equally. The governance to manage the service is via a shared management board which is overseen by a joint committee.

In 2020, as part of a review of the shared ICT service’s operating model, it was decided to brand the service to “Shared Technology Services” so that it is perceived as independent from Brent Council.

2. Service Objectives

The overriding objective of Shared Technology Services is to provide an ICT service which is of equal benefit to all three partners, the key benefits being:

- Provision of a high-quality ICT service to the service users
- Improvements in service quality
- Reductions in costs
- Mitigations and reductions in risks
- Introduce new technology with wider adoption of digital transformation services
- Gain joint benefits by exploring the sharing and/or rationalisation of hardware, licences and applications etc

Shared Technology Services operates within the ITIL framework

3. Service Levels and Key Performance Indicators

3.1 Standard Hours of Operation

The following table sets out the hours of support for each area of service.

AREA	HOURS
Service Desk	The online portal is available 24x7 for staff to log calls <ul style="list-style-type: none"> • Business Hours – Monday to Friday, 08:00 to 18:00, excluding bank holidays.
End User Support	<ul style="list-style-type: none"> • Business Hours – Monday to Friday, 08:00 to 18:00, excluding bank holidays. • Extended Business Hours – Saturday 09:00 to 17:00 support for specific teams e.g. Library Service.
Infrastructure Support	<ul style="list-style-type: none"> • Business Hours – Monday to Friday, 08:00 to 18:00, excluding bank holidays. • Emergency Support – 24x7 support for P1 incidents only, telephone service available to limited number of staff e.g. Emergency Duty Team.
Project Management	<ul style="list-style-type: none"> • Business Hours – Monday to Friday, core hours, excluding bank holidays, however some projects will be delivered outside business hours where necessary.
<p>Emergency Support (for identified Tier 0 & 1 services/systems/applications) – 24x7 support for P1 incidents only, telephone service available to limited number of staff e.g. Emergency Duty Team.</p> <p>Key areas of the business which run services out of normal Monday to Friday office hours are notified of the emergency number to call in the event of P1 incidents, e.g. Libraries.</p> <p>The ability to progress/resolve incidents is dependent upon the hours of support and SLA agreed to in the underpinning 3rd Party support contracts.</p>	

3.1.1 Tier 0/1/2 Services, Systems & Applications

Tier 0 : Infrastructure & Corporate Systems

Tier 0		Support Hours
Desktop Service	Emergency Service Desk Support 24x7	
Telephony		
Internet Access		
Remote Access		
Printing		
Email		
Web Site		
Sharepoint		
Teams		
Intranet		

Tier 1 : Departmental and Service Specific Critical systems

Tier 1	Service Area	Support Hours	Brent	Lewisham	Southwark
Planning	Emergency Service Desk Support 24x7		ISOX Acolaid	IDOX Acolaid	Acolaid (Civica APP)
Revs & Bens			Northgate	Academy Revs	Northgate
Housing			Northgate	CDP/M3/Arbitas	Northgate
Education			Tribal	Tribal	Tribal
Adults			Mosaic	LAS / Controcc	Mosaic
Adults			Mosaic	EPJS	EPJS
Children			Mosaic	LCS/EHM Liquid Logic	Mosaic
Libraries			Netloan	Galaxy	Tallis
ACD			*	*	*

Tier 2 : All Other systems

Tier 2		Support Hours
All other business systems	Business Hours Monday to Friday 08:00-18:00	
Other Office 365		

3.2 Service Level Agreements

Definition of Severity and Service Level Agreement			
Priority	Description	Example	Target
P1	An incident that results in the unavailability of or significant degradation to an IT service used by an entire council or councils or The unavailability or significant degradation of a service impacting upon a whole department, a significant number of users or an entire site or an unavailability or degradation of a critical business application/service.	Entire corporate service (eg: email, internet access) unavailable. Network unavailable to an entire department or larger site. Critical application offline or suffering degradation such as to be virtually unusable. A virus outbreak. Unavailability or degradation of service which has a critical business impact (eg: unable to run payroll, unable to meet legal requirements, impacting upon safeguarding)	Resolve within 4 working hours for each P1 incident ≤ 2 incidents per reporting period
P2	An incident that results in either unavailability or degradation of a service which, whilst material, does not meet the threshold for a P1.	Non-critical business application unavailable or degraded, network problem affecting smaller site or a small number of users.	Resolve 95% within 8 working hours ≤ 25 incidents per reporting period
P3	An incident that results in a partial loss of service or functionality with no or limited business impact and for which a workaround is available.	A printer or PC is not working but an alternative is available; the business system functionality is impaired but application is still usable. Issue affecting a single user.	Resolve 90% within 2 working days
P4	Standard (Catalogue) Service request	Request for standard service or catalogue item.	80% within SLA for request type.
Project or Non-	Managed (ad-hoc) Service request	Request for non-standard service.	Respond to customer within 10 days.

Standard Request			Resolve within time agreed with customer.
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Calls can be raised 24 hours of every day of the year through the online portal. Shared Technology Services operate and promote a self-service regime. E.g.: users can reset their own passwords via the online portal.

3.3 Key Performance Indicators

KPI	Service Level Description	Metric/ Measurement	Calculation Definition	Measurement Window	Service Desk Operating Hours	Service Level
IR-01a	Priority 1 Incident Restoration	Time to restore service	Number of Priority 1 incidents where service is restored within SLA target of being reported	Monthly	24 x 7	Within 4 working hours for each P1.
IR-01b	Priority 1 Incident Frequency	Number of incidents	Number of Priority 1 Incidents to occur within a reporting period	Monthly	n/a	≤ 3 incidents per reporting period
IR-02a	Priority 2 Incident Restoration	Time to restore service	Percentage of Priority 2 incidents where service is restored within SLA target of being reported	Monthly	8:00 – 18:00	95% within 8 working hours.
IR-02b	Priority 2 Incident Frequency	Number of incidents	Number of Priority 2 Incidents to occur within a reporting period	Monthly	n/a	≤ 30 incidents per reporting period

IR-03	Priority 3 Incident Restoration	Time to restore service	Percentage of Priority 3 incidents where service is restored within SLA target of being reported	Monthly	8:00 – 18:00	90% within 2 working days
SD-01	User Satisfaction	Evaluate the satisfaction of experience and resolution for requests made to the Service Desk	All closed tickets must be sent a link to the NPS satisfaction survey of above 60% should be returned consistently.	Monthly	n/a	NPS score of over 60% returned consistently.
MI-01	Major Incident Report	Production of Major Incident Report following service restoration for Priority 1 Incidents	Percentage of complete Major Incident Reports issued to agreed customer contact within 5 working days of service restoration (for Priority 1 incidents)	Monthly	8:00 – 18:00	95% within 5 working days of service restoration

E2E-01	Corporate & Critical services	The percentage of time each calendar month during which application is available to be used. Reported per service/application	Total availability as measured by the agreed monitoring tools divided by the total number of hours in the calendar month excluding agreed maintenance downtime.	Monthly	Defined by the application in the critical applications & services list.	99.5% Average for all Services / Applications listed
INF-01	Backup	Percentage of backups successfully completed at the agreed frequency	Total number of backups successfully completed daily divided by the total number of backups to be completed in a calendar month	Monthly	n/a	98.00%
INF-02	Multiple Backup Failure	Percentage of backups that have failed three times their agreed frequency	Consecutive backup sets that have failed 3 times	Monthly	n/a	0.00%
OMG-01	OMG Monthly report	Production of Operational Management Group monthly	Produced and published at least 2 working	Monthly	n/a	100%

		performance report	days of meeting.			
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Definitions:

Time/Hours of day = UK Local Time (GMT seasonally adjusted)

Measurement Window = Where incidents are reported based on Incidents CLOSED during one full calendar month

Availability = Total availability as measured by the agreed monitoring tools divided by the total number of hours in the calendar month excluding agreed maintenance downtime. Any degraded service counts as unavailability.

End user Account = This covers the network user account (Active Directory entry) AND any other user entry in applications used as part of user authentication and access control

Site = Any building or office location where at least one user device is connected to the Council's networked services either directly or via remote connection

IMAC = Installations, Moves Additions and Changes

3.4 Performance Management

Performance is managed and monitored by the Joint Management Board and reported to the Shared Services Board. Each month actual performance is compared to the SLAs and reported to management boards. The actual real time performance dashboards can be viewed at the following link:

<http://lbbvslapp173.brent.gov.uk/reports/powerbi/Customer%20and%20Digital%20Services/Digital%20Services/Shared%20ICT%20Services/Service%20Desk%20KPIs/Hornbill%20Tickets%20KPI%20-%20Production>

4. Service Integration and management processes

Shared Technology Services undertakes a service Integration and management function, coordinating the ICT activities of Shared Technology Services, Third Parties, Client Retained Support and the Authorities' User Community. The service is managed to deliver comprehensive End to End Service Management to meet the service objectives and agreed service levels, ensuring clear communication and controlled hand off between all parties. The service is monitored and managed with the aid of an integrated suite of management tools which supports reporting of services on an end-to-end service basis.

4.1 Service Integration Activities

Activity	Description
End-to-End Service Management	The co-ordination of all end-to-end service management processes, including incident, problem, change and release management across all Shared Technology Services
Process & Tool Integration	The integration of all processes and tools within the Service model, with particular focus on Shared Technology Services interdependences and hand offs to ensure seamless and efficient service provision to the partners.
Service Catalogue Management	Creation and on-going management of the Service Catalogue (defined in Service Design) which describes all IT Services (including those available for deployment) published to Partners.
Knowledge Management	Gathering, analysing, storing and sharing knowledge and information within the Council. The primary purpose is to improve efficiency by reducing the need to rediscover knowledge.
Continual Improvement	Responsible for managing improvements to ICT Service Management Processes and ICT Services. Performance is continually measured and improvements made to processes, ICT Services and ICT Infrastructure to increase efficiency, effectiveness and drive value.

Activity	Description
Information Security Management	Provides on-going management of Security Management and compliance with ISM policy (defined in Service Design).
IT Service Continuity Management	Active management of the ITSCM plans (as defined in Service Design) – compliance, testing, review. ITSCM balances acceptable risk with cost to ensure continuity of ICT service setting out a plan for recovery of ICT services in the event of a major incident.
Demand & Capacity Management	On-going management of the demand forecasting and capacity planning activities to ensure that there is adequate capacity of ICT Services and Infrastructure to deliver agreed Service Levels in a cost effective and timely manner.
End to End Availability Management	Responsible for on-going analysis, planning, measuring and improving all aspects of the availability of ICT services ensuring that all IT Infrastructure, processes, tools, are appropriate for the agreed service levels for availability.
Operational Performance Management	Active management of operational performance of the end-to-end services, including managing the feedback loop and on-going relationship management with the partners.
Measurement & Reporting	The measurement of all ICT Service metrics and the reporting in the most appropriate format, i.e. CPIs, KPIs and balanced scorecard.
Quality Management	Carrying out of activities in accordance with industry 'best practice'. Quality management is inherent in all Service elements.

4.2 Detailed Description of Service Integration Activities

4.2.1 Service Integration

Service Integration		
Tasks	STS	Council's retained function
1. Provide clear end-to-end ownership of and responsibility for the End-to-End Service for applications and services that are in Shared Technology Services Service Catalogue	X	
2. Manage the end-to-end Service and all associated Service Providers, acting as a single point for contract, vendor, service monitoring and management for applications and services that are in Shared Technology Services Service Catalogue	X	
3. Manage the End-to-End Service including availability, capacity and performance monitoring in accordance with the Service Levels for applications and services that are in Shared Technology Services Service Catalogue	X	
4. Define and manage the Service Catalogue, ensuring it is aligned to the business requirements	X	

Service Integration		
5. As part of Continual Service Improvement, collaborate with the Council to reduce the volume of incidents, major incidents, and problems	X	
6. Support the Partners in implementing and managing the agreed governance structure	X	X
7. Ensure compliance with the Council security policy and procedures	X	
8. Manage the End-to-End service in accordance with the operational risk processes and procedures.	X	X
9. Encourage a process for local recruitment (from Partner Boroughs) and apprenticeships.	X	
10. Meet with partners to discuss the planned programme of ICT work across all three authorities.	X	
11. Actively pursue efficiencies. E.g.: which can be gained from technical synergies, through common working practices and shared implementations, application consolidation and rationalisation, etc.	X	X
12. Attend meetings with partners to ensure that ICT roadmap reflects the overall Shared Technology Services strategy	X	

4.2.2 End to End Service Reporting

Shared Technology Services will monitor and report on performance each month and will actively take steps to improve service levels where needed..

End to end Service Reporting	
Tasks	STS
1. Publish service measurement and service reporting across service lines, ensuring that the right level of reporting reaches the right audience	X
2. Major Incident Status updates published at regular (hourly) intervals whilst the major incident is ongoing	X
3. Continual Service Improvements cycle of reporting undertaken at regular intervals and reported to appropriate Governance body	X

4.2.3 Continuous Service Improvement

Continuous Service Improvement		
Tasks	STS	Councils retained function
1. Implement a service performance framework across functional areas, undertake regular cycle of reviews	X	
2. Identify opportunities for improvement in ICT services based on business requirements	X	X

Continuous Service Improvement		
3. Translate improvement opportunities required by business into tangible ICT service targets	X	
4. Review services provided by service providers in the light of new technological advances	X	

4.2.4 Service Capacity & Availability Management

Capacity Management is critical for ensuring consistent levels of service that is matched to current and future requirements. Capacity Management comprises the following, all of which are performed both reactively and proactively; monitoring utilisation of the supporting infrastructure components; undertaking tuning activities to make the most efficient use of existing resources and understanding the demands currently being made for resources and producing forecasts for future requirements. This is further detailed in the following table:

Service Capacity and Availability Management		
Tasks		STS
1. Develop and maintain capacity and availability policies, processes and plans across all services and Service Providers	X	
2. Ensure capacity and availability plans incorporate requirements for all new and upgraded services and demand management considerations to ensure service levels are maintained.	X	
3. Provide periodic management information on operations, observations and associated recommendations.	X	
4. Participate in risk assessment and management activities	X	
5. Translate availability of business services to availability of ICT services	X	
6. Provide regular and timely capacity and availability reports to appropriate Governing body	X	

4.2.5 Service Configuration Management

Shared Technology Services Configuration Management maintains accurate information on Configuration Items (CIs) and their relationships within the Configuration Management Database (CMDB). Configuration Management supports all of the other service management processes

Service Configuration Management		
Tasks		STS
1. Define and implement an asset and configuration information management service, ensuring defined lifecycle stages and an appropriate level of detail is captured and maintained	X	
2. Plan an audit schedule to verify the physical existence of items recorded in the CMDB & undertake improvement measures to rectify omissions or error where identified.	X	

4.2.6 Service Change and Release

Shared Technology Services Change Management Process provides a single process for the management of changes to the infrastructure, applications, and systems which make up the

services for which Shared Technology Services is responsible. All ICT related changes are managed by Change Management and includes repeatable changes such as patching which are registered in the Forward Schedule of Change and non-scheduled changes that are raised by either Shared Technology Services or the Client on as needed basis.

Shared Technology Services Release and Deployment Management service builds, tests and delivers new hardware, software services and updates/changes to existing services into the customer environment. The service helps protect and manage the integrity of live customer environments and their services, through controlled build, test and delivery processes.

Service Change and Release	
Tasks	STS
1. Design, implement and maintain a change management and release process.	X
2. Ensure impact and benefits arising from change are documented and understood	X
3. Ensure all Change Management processes and procedures are complied with and all non-compliance and failed changes are reviewed, reported and remediated.	X

5. Service Desk

Shared Technology Services operates a Service Desk which provides a single point of contact for users. The Service Desk will register, track and report on IT Incidents and Service Requests and resolve where possible in the first instance via the Hornbill ITSM Self Service Portal. Where appropriate an Incident may be referred to the Problem Management Process for additional investigation and permanent resolution.

5.1 Service Desk Key Responsibilities

- Resolving incidents
- Managing the Major Incident Process
- Identify trends or consistent service failures and take corrective actions to fix
- Implementation of processes and tools to provide a single record of IT performance relating to incidents and service requests
- Maintain an up to date record of each incident and its current status
- Provides a reporting tool for overall performance against agreed SLAs
- The service desk is also used to manage the Problem Management process by:
- Identifying problems (from analysis of incidents and identification of underlying trends) and making recommendations for further investigations or permanent resolution where practical.
- Identifying opportunities for first time fixes for recurring incidents.
- Promoting the adoption of self-service where appropriate and identifying further opportunities to widen its use.

5.2 Service Desk Management

Service Desk Management	
Tasks	STS

1. Ensure that all Service Desk staff are fully trained and experienced in the resolution of first time fixes, incidents, service requests to ensure that service levels are achieved.	X
2. Ensure that all Service Desk staff are familiar with relevant policies and procedures.	X
3. Continuously identify and implement opportunities for improvement.	X
4. Provide an appropriate level of reporting to identified audiences regarding service desk performance including the following examples: - <ul style="list-style-type: none"> • ICT KPI summary; • Service Availability by Service Line; • Service Desk Call summary information; • Partners Satisfaction – by service line, resolver group & trends 	X
5. Review service desk performance against the agreed service levels and identify areas of improvement in support of the continuous improvement planning and implementation.	X
6. Identify and report trends in service requests and outages and propose solutions to reduce overall call rates.	X

5.3 Service Status Communication Management

Service Status Communication Management	
Tasks	STS
1. Maintain processes to enable the effective dissemination of information to the right people (resolver groups, 3rd parties & retained Council IT staff & management) at the right time using appropriate channels.	X
2. Co-ordinate the appropriate dissemination of information, particularly during major incidents & planned work. This may include the as appropriate use of, for example; - proactive messaging, voice & text, SMS, intranet & email, posters & leaflets.	X
3. Maintain an effective 'IT Portal' providing easily accessible & up to date information on all IT services, e.g. <ul style="list-style-type: none"> • Service catalogue; • Standard service requests; • First time fixes; • Frequently asked questions; • Known problems and workarounds; • Planned work/disruptions to service (changes, moves, project rollouts & go live, downtime); • Real time service status; • On-going incidents; • Major incidents; • Performance against service levels; • Key performance indicators; 	X

Service Status Communication Management	
<ul style="list-style-type: none"> Ability to check individual call status in a controlled manner; and Provide this information at 2 levels, one partners facing and the other for IT. 	

5.4 Operation Service Management

Operational Service Management	
Tasks	STS
1. Provide an operational management service that will: - <ul style="list-style-type: none"> Work closely with the business to manage operational relationships for IT service delivery; Identify and address any significant issues; Liaise with the business during major incidents; Identify opportunities for continuous improvement; and Work closely with Key Business Managers to understand business requirements, manage demand and any non-standard service requests. 	X
2. Provide a focus point for Key Business Managers to address any issues or concerns they may have with service. Manage these issues with all relevant stakeholders to ensure a successful solution.	X
3. Co-ordinate and manage all non-standard service requests that cannot be handled by the Service Desk, ensuring that such requests are validated against business need and IT strategy, and approved and delivered accordingly.	X

5.5 Incident Management

Shared Technology Services operates a Service Desk which provides a single point of contact for users. The Service Desk will register, track and report on IT Incidents and resolve where possible at first point of contact via the Hornbill ITSM Self Service Portal. Where appropriate an Incident may be referred to the Problem Management Process for a permanent resolution.

There is a published escalation process which users can follow if they are dissatisfied with the response to calls raised.

Incident Management	
Tasks	STS
1. Provision of a single point of contact to log all Council incidents	X
2. Provide first line resolution for all incidents where this is possible and where not, to route the call to the appropriate resolver group, Council, or third party for resolution.	X
3. Proactively manage all resolver groups to track that all incidents are resolved within agreed service levels, to the user's satisfaction and that pertinent updates are included in the service desk call. Escalate issues of significant failure. Specifically, ensure that information on incident status is up to date and accurate response and resolution times are recorded, and report instances where this is not the case.	X
4. Manage all incident escalations in accordance with the agreed procedures.	X
5. Actively own and manage all Priority 1 incidents in line with the agreed Major Incident Management Process.	X

Incident Management	
6. Through user satisfaction feedback, verify that calls have been resolved to the user's satisfaction.	X

5.6 Problem Management

Shared Technology Services Problem Management (PM) team has the responsibility to own and manage Problems to closure. The team's primary aims are to prevent incidents occurring and reduce the impact of those that cannot be avoided and links to the Continuous Service Improvement element of the service. This is achieved by conducting reactive Root Cause Analysis (RCA) investigations on Incidents and Major Incidents to identify and address Root Cause and identifying and implementing preventative actions.

Problem Management	
Tasks	STS
1. Identify trends, technical problems, training opportunities, and operational issues, across all service lines that are resulting in frequently occurring issues and escalate to problem management / relevant resolver groups as appropriate.	X
2. Work closely with all resolver groups and partners to ensure that Root Cause Analysis is performed on all priority or repetitive faults, and propose actions to be taken, to eliminate the problem.	X
3. Maintain a log of known problems and record their resolution, review the log to ensure that problems do not recur as a result of upgrades / patches / fixes etc	X

5.7 Root Cause Analysis

Root Cause Analysis Roles and Responsibilities	
Tasks	STS
1. Report on all Priority 1 incidents, within 5 working days	X
2. Identify root cause of Priority 1 Incidents and recommend appropriate resolution action as required.	X

5.8 Change and Release Management

Shared Technology Services Change Management process provides a single process for the management of changes to the infrastructure, applications, and systems which make up the services for which Shared Technology Services is responsible. All ICT related changes are managed by Change Management. These include; repeatable changes such as patching which are registered in the Forward Schedule of Change, ad-hoc scheduled changes raised by either Shared Technology Services or the Client on as needed basis and emergency changes, which are typically actioned to resolve incidents or problems potentially at short notice..

Change and Release Management Roles and Responsibilities	
Tasks	STS
1. Apply change and release management policies, procedures and processes, including change classifications (impact, priority, risk) change authorisation and failed change recovery to support service delivery	X

Change and Release Management Roles and Responsibilities	
2. Develop and maintain a schedule of planned changes and provide information as required, complying with change control process.	X
3. Schedule and conduct change management meetings to include review of planned changes and results of changes made.	X
4. Notify and agree with partners on change, determining logistics, schedule and impact.	X
5. Monitor and verify changes have delivered the expected impact and resolve negative impacts.	X

5.9 Service Request Management

Shared Technology Services operates a Service Desk which provides a single point of contact for users. The Service Desk will register, track and report on Service Requests and resolve where possible in the first instance via the Hornbill ITSM Self Service Portal.

Standard Service Request Management	
Tasks	STS
<p>1. Log and prioritise all Service Requests in accordance with agreed procedures. Change requests are viewed as being any request for service that will require a change to be implemented in order to service the request. For example:</p> <ul style="list-style-type: none"> • Resetting a password; • Access to data; • Creation of a new user account; • Provision of a device; • Remote access; • Implementation of a software application; • Remote deployment/access provision software; • Create IP Telephony extension and voicemail account desk side MADC; and • Provisioning of all standard services. <p>In this context, an MADC is defined as any activity requiring a desk side visit for any purpose other than a problem fix.</p>	X
2. Where Service Requests are subject to agreed service levels, proactively manage all resolver groups to track that all requests are resolved within agreed service levels, to the user's satisfaction and that pertinent updates	X

Standard Service Request Management	
are included in the service desk call. Escalate issues of significant failure. Ensure that information on request status is up to date and accurate response and resolution times are recorded, and report instances where this is not the case. Where Service Requests are not subject to agreed service levels, ensure that a timeline is agreed with the user and proactively manage these calls with resolver groups to track that they are resolved within that timeline.	
3. Manage all Service Request escalations in accordance with the agreed procedures.	X
4. As appropriate, update and maintain the Asset Register following installations, moves, changes or deletions/disposals.	X
5. Log all Service Requests that cannot be handled by the Service Desk and hand over to the appropriate parties to fulfil, ensuring their acceptance of these requests and willingness to fulfil them.	X
6. Work closely with all resolver groups & service delivery partners to proactively identify additional Service Requests. Agree the take on of these ensuring they are fully documented in the Knowledge Management Repository, and the Service Desk and resolver group staff and users are appropriately briefed and trained.	X

5.10 License Management

Shared Technology Services undertakes licence management on behalf of the Authorities.

Licence Management	
Tasks	STS
1. Ensure that licence provision is effectively managed and compliant before service requests are fulfilled and procure additional licenses where required. 2. The Service Desk are responsible for monitoring and assuring licence compliance including keeping the Council informed of what needs to be licensed and where its licences are being used. 3. The Council has accountability for acting on the advice of the Service Desk and ensuring it has appropriate licences to meet its business needs for software owned by the Council.	X
4. Facilitate audit requests by software vendors.	X

5.11 Knowledge Management

Shared Technology Services utilises the Hornbill ITSM Knowledge Base as a repository for all service information including Service reporting, Advice and Guidance articles, user guides and FAQ's. This is linked to the Known Error Database to ensure continuous learning and effective service delivery that harnesses and enables sharing of full corporate intellect.

Knowledge Management

Tasks	STS
1. Co-ordinate and maintain a valid service catalogue and knowledge management repository across all service desk resolver groups, including first time fixes & standard Service Requests.	X
2. Maintain a list of all resolutions (Incident & Request) that can and should be resolved at the 1st point of user contact.	X
3. Maintain a list of all standard service requests and how they should be validated & fulfilled.	X
4. Provide a self-help facility, maintaining and developing documented solutions to frequently occurring issues/questions that users can address themselves through, for example, FAQ's.	X
5. Ensure effective communication of relevant information from knowledge management repository to users and 3rd party Shared Technology Services.	X

5.12 Customer Satisfaction

Shared Technology Services continually measures Customer Satisfaction to ensure that services are meeting expectation and to identify trends in service delivery that may need improvement. This is achieved by a survey completed by Users on closure of each call and measured using the Net Promoter Score (NPS) methodology.

The Net Promoter Score measures users' satisfaction with the support service which they receive. The NPS can be between -100 and +100. A number higher than zero is deemed good and a number higher than 50 is excellent.

NPS is calculated based on responses to a question regarding service satisfaction which all users are asked when each support call is closed. Scores of 9 to 10 are good, 7 and 8 moderate and 0 to 6 poor. The NPS is calculated, each month, by subtracting the poor (0-6) responses from the good (9-10), the moderate scores are included in the total number of respondents, thus ensuring that all scores count.

Customer Satisfaction is reported as an integral element of Service Reporting and reported to and reviewed by service managers and the Joint Management Board. All surveys completed by users are made available online including their score and any comments made. The Service Desk will respond to any comments left with a negative score. Council-wide surveys for the ICT service are undertaken once every two years using the SOCITM customer satisfaction service.

User Satisfaction Management	
Tasks	STS
1. Carry out User satisfaction surveys of resolved Service Desk calls incidents/requests across all resolver groups and service delivery partners.	X
2. Identify opportunities for continuous improvement through results of the surveys, and demonstrate year-on-year improvement in overall satisfaction ratings.	X
3. Carry out biennial council-wide surveys for the overall ICT service.	X

5.13 Other User Support Related Services

Ad Hoc User Support		
Tasks	STS	Council's retained function
1. Provide user registration, security, access, profile & administration e.g. Active Directory & Exchange.	X	
2. Administer Joiners / Leavers / Movers & Asset Management: <ul style="list-style-type: none"> • Provide user registration, security, access, profile & administration for joiners, leavers & movers; • Provide an asset (access, software, licence & hardware) recovery and deployment service for joiners, leavers & movers; • Manage the asset inventory; and • Procure assets as required to remain compliant. 	X	
3. Maintain Active Directory records	X	X
4. Follow the agreed joiners and leavers process. Ensure adequate advanced notice is given for user account creation and that user accounts of leavers are disabled and cleared down in a timely manner.		X
5. Prior to the Council start of working day, check the status of the IT infrastructure and services to confirm normal operational service for users	X	
6. Throughout the day, maintain a reasonable monitoring of the status of the IT infrastructure and services to confirm that systems are as healthy as possible for operational use and overnight operations. Report performance trends on all services.	X	
7. As projects go live, it may be appropriate to provide an increased level of support to the project team to enable them to log, track and manage warranty support through the Service Desk tool. This will be determined on a project by project basis: <ul style="list-style-type: none"> • Project team may become a resolver group to the Service Desk; • The Service Desk may be required to log calls on behalf of the Project team or provide the facilities for the Project team to log their own calls. 	X	

6. End User Services (EUS)

6.1 EUS Service Objectives

The following are the key high-level service objectives partners expect to achieve through Shared Technology Services:

- meet Council business needs for highly available, reliable, scalable and secure services,
- adhere to Council employee security policies
- maintain compliance with Council IT standards,
- maintain compliance with industry standards and governmental regulations,
- deliver services to agreed service-levels,
- deliver services that can, where appropriate, leverage operational scale and best practices to achieve optimum performance,
- deliver a flexible and variable cost structure,
- deliver continuous service evolution to ensure that performance meets and exceeds expectations

6.2 General Roles and Responsibilities

General Roles and Responsibilities		
Tasks	STS	Councils retained function
1. Purchase and manage equipment and licences on behalf of the Council (when requested/authorised).	X	
2. Deploy standard equipment builds and implement remote monitoring, software distribution and asset management.	X	
3. Introduce automation where practical.	X	X
4. Introduce Digital Transformation where possible	X	X

6.3 Security

Security Roles and Responsibilities		
Tasks	STS	Councils retained function
1. Maintain and improve security procedures and policies to meet the agreed standards and comply with regulatory requirements.	X	X
2. Maintain and improve the security plan for Shared Technology Services	X	
3. Identify, resolve and report on all security violations	X	X
4. Review and install all security patches as defined by security policies.	X	
5. Communicate and adhere to security processes and procedures.	X	X
6. Maintain all documentation required for security audits and internal control and control testing.	X	

6.4 EUS Software Distribution Service

EUS Software Distribution Service	
Tasks	STS

1. Implement automated and remote systems management tools and infrastructure to provide remote software distribution.	X
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6.5 Hardware and Software Installation

Hardware and Software Installation	
Tasks	STS
1. Plan and implement roll-out of new hardware and software. Undertake installation, data transfers and removal of unwanted assets.	X
2. Ensure that where a failed device or old device is being refreshed and has to be exchanged, the replacement equipment is fully functioning and maintain the asset records in line with the changes made.	X
3. Package applications for delivery via remote automated deployment tools.	X
4. Ensure any old equipment is disposed of in compliance with the WEEE directive.	X

6.6 Hardware & Software Maintenance

Hardware & Software Maintenance	
Tasks	STS
1. Perform maintenance on equipment and software as necessary for the equipment and software to operate in accordance with its specifications and guidelines, including: <ul style="list-style-type: none"> For incidents and problems that cannot be resolved remotely, provide desk-side support at the Council's service locations; Proactive monitoring of the EUS to provide early detection and resolution of emerging problems; and Where a failed device has to be exchanged, ensure that the replacement equipment is fully functioning, including any necessary transfer of data and shall maintain the asset records in line with the changes made. 	X
2. Manage any third-party Shared Technology Services that provide and support EUS equipment (including the management of claims and replacements via manufacturers' warranties) and software maintenance contracts.	X
3. Assist in activities to plan, order, install, and test and maintain all EUS devices that are used to provide the services.	X
4. Work with third parties to resolve equipment and software problems.	X
5. Provide and maintain complete on-line documentation of the configurations of EUS equipment.	X
6. Maintain an inventory of all equipment, operating system software and licenses.	X

6.7 Software Support & Patching

Software Support & Patching	
Tasks	STS

Software Support & Patching	
1. Provide relevant software support and maintenance for third party software problems, installing third party provided software patches as required.	X
2. With respect to in house-developed applications that are required to be installed on standard build end user devices, this shall include distributing the application software and installing upgrades.	X
3. Manage patch updates from pilot to estate release and apply these to any "new builds".	X
4. Install, upgrade, provide maintenance and support for all end user computing-related software.	X
5. Maintain a library of Shared Technology Service-supplied and Shared Technology Service-developed documentation. Specifically, the support services provided shall include: <ul style="list-style-type: none"> • Technology planning and roadmaps; • Provision of specifications, product evaluation and recommendation; • License management; • Deployment and installation; • Group policy changes as a result of new applications; • Version release control and upgrades; and • End user support, user guides and training. 	X
6. Maintain master copies of the standard software suite in a secure, central location and electronically.	X

6.8 Remote System Management

Wherever possible, support will be provided remotely to maximise efficiency and reduce costs. Remote management activity includes the following

Remote System Management	
Tasks	STS
1. Proactive monitoring of all end user services, to provide early detection and resolution of emerging problems.	X
2. Remote monitoring shall include: <ul style="list-style-type: none"> • File systems (e.g., file capacity and thresholds); • System performance (e.g., memory and CPU activity), Hardware monitoring (e.g., disk errors); • System logs; • Database Systems; • Network end-to-end monitoring; • Trend analysis; • Capacity planning/stock management; and • Windows Service Status. 	X
3. Where the appropriate automated and remote systems management tools have been installed, applications shall be capable of issuing error messages to initiate correction of the problem or automatically contact designated Shared Technology Services staff.	X

Remote System Management	
4. Implement automated and remote systems management tools that provide the following additional functionality: <ul style="list-style-type: none"> Asset Management – dynamically transferring asset information to central asset database; Remote Control– remotely taking-over of end users equipment for Incident and problem resolution and real-time training; Software Distribution – delivering new Software or updates to EUS equipment; and Automated Antivirus – detecting virus infection and updating signature files. 	X
5. For incidents and problems that cannot be resolved remotely, Shared Technology Services shall provide desk-side support at the Council service locations.	X
6. Monitor backups and restores.	X

6.9 Mobile Access & Support

In support of the Councils' mobile users, support shall include the following

Mobile Access & Support	
Tasks	STS
1. Provide, manage, maintain and monitor the Council's remote access solutions giving access to the same applications as available from user office locations, with the same look and feel, in a secure manner.	X
2. Assign and terminate approved access rights.	X
3. Provide agreed and defined support for end users (including end users who are travelling or remotely accessing LAN-based services	X
4. Be able to provide remote access on a broad range of devices including mobile and tablet devices.	X
5. Deliver via remote control anti-virus packages, software patches and dynamic asset management for those end users connected to the network.	X
6. Ensure that as a minimum, all EUS equipment has access to the following on the device or on a server as required to meet the end user's needs: standard applications virus protection software, network print and file services, connection to Council's WAN, access to the appropriate network segment, electronic mail, capability to access other service towers as required and Internet/Intranet connectivity.	X
7. Maintain a 2 factor authentication service where required.	X
8. Implement support functionality that facilitates work for mobile users	X

6.10 Web Access & Support

Web Access & Support	
Tasks	STS
1. Web browsing	X

Web Access & Support	
2. Ensuring all communications over a public network are encrypted.	X
3. Content filtering, which shall be administered and managed in line with the Council's information security policies. Any updates shall be in accordance with the Change Control procedure.	X
4. Ensure proxy services provide logging functionality which allows management and administration in accordance with Council's information security policies.	X
5. Provide a gateway for the secure transmission of email to resources external to Council's domain.	X
6. Monitor remote access logs for usage and miss-usage and report potential miss-use to the Council	X
7. Employ various measures and tools to provide for the security of Council remote communications during both call initiation and transmission being maintained at all times.	X
8. Provide a public access web hosting service, including services to support the Council's public facing digital services, online forms, information, transactions and integration into back office systems.	X

6.11 E-Mail Access & Support

E-Mail Access & Support	
Tasks	STS
1. Provide & manage email, calendar and scheduling functions across all devices	X
2. Maintain gateways, such as Internet mail and legacy systems (internet access points).	X
3. Maintain and operate all Proxy Servers (access to local intranet, mail proxy security, and antivirus).	X
4. Archive of email according to Council's requirements.	X
5. Provide a reporting & analysis service on all Council email and data.	X
6. Backup/Recovery of email services.	X
7. Email filtering	X

6.12 Desk-Side Support

Shared Technology Services provides Desktop support including build to specified requirements, deployment Installation Moves, Additions and Changes (IMAC), remote and, or desk side engineering to resolve incidents as appropriate, application installation as required, operating system upgrades and routine security patching.

Desk-Side Support	
Tasks	STS
1. Provide support at the agreed Council service locations for those matters that cannot be managed or resolved remotely	X
2. Replace malfunctioning equipment that cannot be repaired at the desk-side from an inventory of spare equipment on a swap basis utilising a standard build.	X
3. Install EUS equipment where required	X

6.13 Build Management

Build Management		
Tasks	STS	Councils retained function
1. Evaluate and test all new hardware and software prior to implementation	X	
2. User Acceptance Testing.		X
3. Verify that the hardware and software required by the Council and integrated into the standard build shall be certified to ensure that it does not compromise the integrity of the standard build.	X	

6.14 Malware & Virus Protection

The protection of the systems and Council Data against malware is a joint responsibility of Shared Technology Services and the Council. It shall be the responsibility of the Council to raise awareness amongst the end users of the dangers of malware and Shared Technology Services shall be responsible to do the same amongst Shared Technology Services staff.

Malware & Virus Protection	
Tasks	STS
1. Provide controls for the protection (including detection, prevention, and recovery) against malware for the systems under Shared Technology Services's management.	X
2. Review anti-malware products, evaluating these and making recommendations to the Council	X
3. Install and regularly update malware detection and repair software to scan computers and media as a precautionary control, or on a routine basis on the systems.	X
4. Assist end users to recover data (where possible) that has been subject to a malware attack.	X

6.15 Automation

The EUS support model shall be tightly integrated with the Service Desk, the purpose being to resolve as many end user support calls and incidents as possible on a first time basis. Automation and standardisation will allow many functions to be performed remotely, providing faster responses to service issues and elimination of problems before they impact the end user.

Automation		
Tasks	STS	Councils retained function

Automation		
1. Detect configuration information using automatic inventory tools from the managed environment and use this to: <ul style="list-style-type: none"> • Maintain the asset management database (including hardware and software); Detect changes to the EUS environment; and • Notifying the service desk of unscheduled or unauthorised alterations to configuration. 	X	
2. Manage all EUS licenses via automated software metering tools for compliance. This service shall entail Shared Technology Services verifying that there is an appropriate license for all software products under Shared Technology Services's control used by end users and that software is registered with the respective agencies.	X	
3. Manage demand process for the Council's EUC licenses.		X
4. Implement automated backup tools, and Shared Technology Services agent tools to ensure a backup and restore strategy that minimises downtime in the event of a failure.	X	

7. Infrastructure

7.1 Infrastructure Service Overview

This service represents the managed Infrastructure Administration functions required to manage any hosted hardware/equipment in Shared Technology Services Data Centres and managed hardware/equipment located in partner or 3rd party locations. The primary objective is to maintain infrastructure availability to meet agreed SLA's and to deliver Continuous Improvement. This function is predominately responsible for the support, enhancement and concurrency of the server estate, storage systems, database administration and messaging systems.

7.2 Services Objectives

The following are the key high-level Services objectives Shared Technology Services expects to achieve: -

- Meet business needs for highly available, reliable, scalable and secure services;
- Adhere to ICT security policies;
- Maintain compliance with current ICT standards;
- Maintain currency with supported platforms and compliance with industry standards and governmental regulations;
- Deliver services that can leverage operational scale and best practice;
- Deliver continuous service evolution to ensure that performance meets and exceeds expectations.

7.3 General Roles & Responsibilities

General Roles and Responsibilities	
Tasks	STS
1. Manage event and workload processes across all platforms.	X
2. Provide technical support for all hardware / equipment comprising the Data Centre computing infrastructure.	X
3. Support all infrastructure system software and computer-processing services (e.g. operating systems, system software).	X
4. Support Data Centre LAN network operations (e.g. systems monitoring, problem diagnostics, troubleshooting, resolution and escalation, security management; and capacity planning/analysis).	X
5. Provide Database administration, data management and storage services.	X
6. Provide data backup and restoration services in accordance with established policies.	X
7. Provide Disaster Recovery services.	X
8. Provide High Availability for key services	X
9. Administer all necessary security patches and anti-malware updates in line with ICT security policies.	X
10. Conduct all maintenance necessary to ensure systems remain stable and current.	X
11. Report performance against service-level requirements.	X

7.4 Operations and Administration

Operations and administration services are the activities associated with the provisioning and day-to day management of the installed systems and software environment.

Operations activities include:

- (a) Computer processing; and
- (b) Data storage (e.g. direct access storage devices (DASD), redundant array of independent disks (RAID), storage area network (SAN), network-attached storage (NAS), tape and optical).

Administration activities include:

- (a) Managing system administrative user accounts;
- (b) Provide billing information; and
- (c) Gathering statistics and reporting activity to ensure effective use of computing resources.

7.4.1 Monitoring Operations

Monitoring Operations Roles and Responsibilities	
Tasks	STS
1. Develop and document monitoring procedures that meet service level requirements.	X

Monitoring Operations Roles and Responsibilities		
2. Provide proactive monitoring of all services offered and offer a proactive service in the rectification of errors before they affect end user services.		X
3. Provide support for service oriented management capability associated with application systems. Work as part of the end to end service management process to resolve incidents and problems including participating in on-going service improvement activities.		X
4. Support applications teams in resolving application problems.		X
5. Support applications production migration activities, working in accordance with defined processes.		X

7.4.2 Storage and Data Management

Storage & Data Management Roles & Responsibilities		
Tasks	STS	Councils retained function
1. Develop, publish and maintain up to date policies regarding storage and data management	X	X
2. Develop and document storage and data management requirements and policies, and apply the principles of Information Lifecycle Management (ILM) .	X	
3. Provide appropriate data storage services (e.g. SAN, NAS, ILM, replication, tape, etc.) to the agreed service levels, for performance and availability.	X	
4. Perform data backups and restores per established procedures and service level requirements.	X	
5. Provide input processing, for activities such as loading third-party media (e.g. tape) and receipt and/or transmission of batch files, or large files.	X	

7.5 Database Management, Maintenance & Administration

Shared Technology Services will undertake all database management activities on all environments. As a minimum these activities will include standard scheduled backups, data refreshes and database monitoring, but will not include support of the associated applications.

Database Management, Maintenance & Administration		
Tasks	STS	Councils retained function
1. Provide and maintain a database environment to support the Business' applications portfolio (to include currency, patching, back up, restores).	X	

Database Management, Maintenance & Administration		
2. Support the applications support teams' requirements for database changes arising from service improvement, upgrades and installations.	X	X (Provide Forward notice)
3. Import and loading of data and ad-hoc data extractions as required.		X
4. Optimisation of application databases through compression facilities and database tuning.	X	
5. Compliance, review and updates to database standards document.	X	
6. Implementation and monitoring of database security (but not application security where defined within the application)	X	
7. Perform application environment data refreshes and cloning of data environments as required.	X	
8. Monitor capacity and performance of databases.	X	

7.6 IT Service Continuity & Disaster Recovery (DR) Services

Core Requirements

All data held on servers and attached storage devices will be backed up and held securely in a separate location. Backups will be retained in accordance with the agreed retention schedule.

The Recovery Time Objective (RTO) and Recovery Point Objective for key services are detailed in the table below. For the purposes of DR RTO, the times quoted are for individual services. In the event of a total loss of all services, it is not expected that Shared Technology Services could recover all services within these individual target times.

		Brent				Lewisham				Southwark	
Service	Service	HA RTO	DR RTO		Service	HA RTO	DR RTO		Service	HA RTO	DR RTO
Core Services	Desktop Service	Instant	4 hours		Desktop Service	Instant	4 hours		Desktop Service	Instant	4 hours
	Email	Instant	4 hours		Email	Instant	4 hours		Email	Instant	4 hours
	Remote Access Service	Instant	4 hours		Remote Access Service	Instant	4 hours		Remote Access Service	Instant	4 hours
	File Shares	4 hours	4 hours		File Shares	4 hours	4 hours		File Shares	4 hours	4 hours
	Printing	Instant	4 hours		Printing	Instant	4 hours		Printing	Instant	4 hours
	IT Service Desk	Cloud provision	Cloud provision		IT Service Desk	Cloud provision	Cloud provision		IT Service Desk	Cloud provision	Cloud provision
CRM	Dynamics				Dynamics				Dynamics		
Education	Tribal	Instant	4 hours		Tribal	Instant	4 hours		Tribal	Instant	4 hours
eForms	Firmstep	Instant	4 hours		TK Forms	Instant	4 hours		TK Forms	Instant	4 hours
Enforcement	Flare	Instant	4 hours		Acolaid	Instant	4 hours		Civica APP	Instant	4 hours
Environment	Acolaid	Instant	4 hours		Acolaid	Instant	4 hours		Civica APP	Instant	4 hours
Finance	OneOracle	Cloud provision	Cloud provision		OneOracle	Cloud provision	Cloud provision		SAP	Cloud provision	Cloud provision
Housing	Northgate	Instant	4 hours		Academy	Instant	4 hours		Northgate	Instant	4 hours
HR & Payroll	OneOracle	Cloud provision	Cloud provision		ResourceLink	Cloud provision	Cloud provision		SAP	Cloud provision	Cloud provision
Licensing	Tascomi	Cloud provision	Cloud provision		Acolaid	Cloud provision	Cloud provision		Civica APP	Cloud provision	Cloud provision
Planning	Acolaid	Instant	4 hours		Acolaid	Instant	4 hours		Acolaid	Instant	4 hours
Revenues & Benefits	Northgate	instant	4 hours		Academy	instant	4 hours		Northgate	instant	4 hours
Social Care	Mosaic	Instant	4 hours		Liquidlogic	Instant	4 hours		Mosaic	Instant	4 hours
Trading Standards	Flare	Instant	4 hours		M3	Instant	4 hours		Civica APP	Instant	4 hours
Transport	Symology	Instant	4 hours		Confirm	Instant	4 hours		Confirm	Instant	4 hours
Web Server	Umbraco	Instant	4 hours		Sharepoint	Instant	4 hours		Sharepoint	Instant	4 hours
ACD	Interctive Intelligence	Instant	4 hours		Unify	Instant	4 hours		?	Instant	4 hours
Telephony	Vodafone	Instant	4 hours		Unify	Instant	4 hours		Mitel	Instant	4 hours
Backup	All services	NA	NA		All services	NA	NA		All services	NA	NA

7.7 Service Strategy for Business Continuity and Disaster Recovery

Shared Technology Services will seek to implement fully resilient and replicated systems architecture for all critical systems.

Shared Technology Services leads on the definition, implementation, testing and execution of technical ICT disaster recovery. This needs to be done in the context of a wider Council lead and managed disaster recovery plan for the business.

ICT Service Continuity and Disaster Recovery Roles & Responsibilities		
Tasks	STS	Councils retained function
1. Implement best practice Service Continuity and Disaster Recovery strategies, policies and procedures, and review scenarios.	X	
2. Define and maintain a business continuity and disaster recovery plan for the Council, departments, and functional service areas.		X
3. Review and approve the technical Service Continuity and Disaster Recovery Strategy, requirements and scenarios.	X	X
4. Participate and assist Council in continuity and emergency management activities.	X	
5. Develop and maintain a detailed Disaster Recovery plan to meet Council requirements. The plan must include, at a minimum, data back-ups, storage management, and contingency operations that provides for recovering Council systems within the required recovery timescales. Recovery to normal operations must be included.	X	
6. Provide (via a separate environment) electronic access to Disaster Recovery plans, procedures and associated documentation, for use in an emergency.	X	
7. Define data (File System, Database, Flat Files etc.) replication, backup and retention requirements.	X	X
8. Establish processes to ensure Disaster Recovery plans are kept up to date and to reflect changes in both Business and ICT environments.	X	X
9. Review and approve Disaster Recovery plans.		X
10. Establish Disaster Recovery test requirements, policies and test schedules	X	X
11. Perform regular Disaster Recovery tests	X	X
12. Coordinate involvement of users for Disaster Recovery testing.	X	X
13. Track and report Disaster Recovery test results.	X	X

ICT Service Continuity and Disaster Recovery Roles & Responsibilities		
14. Develop and implement Disaster Recovery action plans and provide on-going status reporting until completion of all action items.	X	
15. Initiate the Disaster Recovery plan for Council in the event of a Council declared disaster recovery situation per Council Disaster Recovery policies and procedures.	X	X
16. Coordinate with Council and third party Shared Technology Services during a disaster recovery situation per Council's Disaster Recovery policies and procedures.	X	X

8. Telecommunications and Network Services

The following are the key high-level objectives Shared Technology Services expects to achieve:

-

- Meet business needs for highly available, reliable, scalable and secure services;
- Maintain compliance with current ICT standards;
- Maintain compliance with industry and regulatory standards;
- Deliver services backed by agreed service level agreements (SLAs);
- Deliver services that can leverage operational scale and best practice;
- Deliver continuous service evolution to ensure that performance meets and exceeds expectations.

8.1 General Roles and Responsibilities

General Roles and Responsibilities	
Tasks	STS
1. Provide and support Corporate and Data Centre LAN and WAN Services including all underlying hardware and software.	X
2. Work with all of the Council's network and communications service providers to deliver a seamless service.	X
3. Provide and support network perimeter security monitoring and management, including all underlying hardware and software.	X
4. Provide and support Internet Bandwidth Services including all underlying hardware and software.	X
5. Provide and support Remote Access Services including all underlying hardware and software.	X
6. Provide and support Corporate Telephony and carrier voice services, including all underlying hardware and software.	X
7. Provide security for all Telecommunications and Network Services in accordance with the agreed security plan.	X
8. Provide Disaster Recovery services, including network connectivity between data centres to support the disaster recovery functionality where appropriate.	X
9. Provide and support racks and cable plants as appropriate.	X

General Roles and Responsibilities	
10. Coordinate all changes to the telecommunications and network environment including in-scope services and similar services provided by 3 rd parties.	X
11. Create and maintain all appropriate project plans, project time and cost estimates, technical specifications, management documentation and management reporting.	X
12. Report performance against service-level requirements.	X

8.2 Monitoring Operations

Monitoring Operations Roles and Responsibilities	
Tasks	STS
1. Develop, document and implement monitoring procedures that meet service level requirements and adhere to defined policies.	X
2. Monitor systems as scheduled and respond accordingly to system alerts within the defined service levels.	X
3. Monitor network performance for capacity, delay, jitter, latency, availability and other parameters as required.	X
4. Provide support for service oriented management capability associated with application systems. Work as part of the end-to-end service management process to resolve incidents and problems, including participating in on-going service improvement activities.	X
5. Support applications test-to-production migration activities. Working in accordance with defined processes.	X

8.3 LAN & WAN Services & Wi-Fi Operations and Administration

LAN & WAN Services Operations and Administration Roles and Responsibilities	
Tasks	STS
1. Provide LAN and/or WAN connectivity for all sites including the provision and support of wireless access gateways as appropriate and required.	X
2. Develop and document network administration policies and procedures that comply with the security plan.	X
3. Manage all LAN and WAN network devices in accordance with agreed policies and procedures (e.g. resilience, availability).	X
4. Maintain and provide audit information including access, general logs, and application logs in accordance with the security plan.	X
5. Ensure that network administration activities are coordinated through the defined change management processes.	X
6. Meet or exceed all relevant service levels.	X
7. Provide and maintain racks and cable plans at all sites.	X

LAN & WAN Services Operations and Administration Roles and Responsibilities	
8. Maintain IP addressing schemes, provided router configurations and routing tables.	X
9. Specify IP addressing, directory and configuration information.	X
10. Manage system user accounts as needed for access and maintaining provided network resources.	X

8.4 Firewall Services Operations and Administration

The Managed Firewall service provides routine management of firewall infrastructures specific to customer solutions hosted in Shared Technology Services Data Centres and Managed Premises.

Firewall Services Operations and Administration Roles and Responsibilities	
Tasks	STS
1. Provide Firewall and Internet Bandwidth Services.	X
2. Develop and document network administration policies and procedures that comply with the security plan.	X
3. Perform all day-to-day Firewall Services operations and administration and manage all firewall devices in accordance with the security plan.	X
4. Maintain and provide audit information including access, general logs and application logs in accordance with the security plan.	X
5. Ensure that network administration activities are coordinated through the defined change management processes.	X

8.5 Voice Services Operations and Administration

Voice Services Operations and Administration Roles and Responsibilities	
Tasks	STS
1. Provide, maintain and administer Voice Services to all sites.	X
2. Maintain and provide audit information, including access, general logs, and application logs in accordance with the security plan.	X
3. Ensure that network administration activities are coordinated through the defined change management processes.	X

9. Project Management

9.1 Project Management Overview

Project management for specific ICT work streams will be completed by Shared Technology Services on behalf of all partners and any sub-contracted suppliers and contractors who may be working under its direction on a particular task.

The Programme/Project manager for each programme or ICT work stream from Shared Technology Services will be responsible for seeking information and clarification on risks,

issues, assumptions, constraints, timescales, dependencies and impacts on and from other projects and work streams co-ordinated by the Project Management Office.

Shared Technology Services use appropriately qualified staff to deliver Programmes and Projects to standard PRINCE 2/MSP Methodology to ensure agreed Programmes and Projects deliver requirements fit for purpose within timescale and to agreed costs. Assigned Programme/Project Managers work closely with business users and key stakeholders across all partners to coordinate all relevant resources, including, where necessary Third party resources required to ensure successful delivery.

9.2 Portfolio and Project Management

All Business Change Management will be carried out by the partners with support from Shared Technology Services as required. Shared Technology Services Project Management Office will address the overall allocation of work packages for Shared Technology Services and direct co-ordination of activities and portfolio governance between the partners and Shared Technology Services.

Shared Technology Services will follow appropriate industry standard Project Management methodologies (i.e. Agile, MSP and Prince 2).

Against this context it is expected that Shared Technology Services will undertake the following activities that support overall Portfolio Governance and Management:

- Project definition and approach:
 - o Definition of terms of reference;
 - o Design and agree technical requirements and deliverables;
 - o Monitor project progress
- Project management:
 - o Include benefits realisation
- Project Accounting:
 - o Maintain a record (including a notional cost) of resource used to deliver projects for internal recharging by Partners if required
- Portfolio management:
 - o Project prioritisation and scheduling;
 - o Project grouping and packaging;
 - o Overall portfolio risk management;
 - o Overall portfolio issue management;
 - o Overall portfolio dependency management;
 - o Approve changes.
- Procurement & Contract Management:
 - o Tender development (i.e. technical scope, specification and requirements);
 - o Tender evaluation;
 - o Contract award;
 - o Contract and performance management.
- Provider Management:
 - o Provider reviews;
 - o Provider evaluation; and

- o Provider engagement.
- Quality Assurance:
 - o Check and approve quality of deliverables;
 - o Documentation approval; and
 - o Validate approach and assumptions.
- Financial Management:
 - o Portfolio budget monitoring and reporting;
 - o Raising purchase orders;
 - o ICT benefit tracking;
 - o Project budget forecasting;
 - o Project financial planning; and
 - o Project expenditure recording, monitoring and reporting.

The following activities will be shared by the partners and Shared Technology Services.

- Governance and Communication:
 - o Stakeholder management;
 - o Organising and preparation for assurance and readiness reviews; and
 - o Agreeing communication strategies.
- Development Strategies
 - o Define development strategies;
 - o Ensure strategic fit of projects;
 - o Research new technologies; and
 - o Agree/approve delivery options.

9.3 Project Management

Project Management Responsibilities		
Tasks	STS	Council's retained function
1. Define Project Stage and deliverables requirements.	X	X
2. Perform estimation of timeframes, resources, skill types and other resources needed for Project as well as costs and other information for the Council.	X	
3. Authorise Shared Technology Services to proceed with each Project.		X
4. Document agreed plans, deliverables, expected benefits in project charter / proposal document.	X	
5. Approve project proposal document.		X
6. Agree commercials for Project activity.	X	X

Project Management Responsibilities		
7. Align with Council Change Methodology.	X	
8. Use agreed project management and development methodologies.	X	
9. Create and maintain project plans.	X	
10. Assess and provide required resources and skills to deliver the development work.	X	
11. Provide input to Project decision documents and meetings.	X	
12. Perform progress and milestone reporting as requested by the Council.	X	
13. Track and report to the Council actual time spent on all Projects/Improvements being delivered on a Time & Materials basis.	X	
14. Manage completion of development work to budget, schedule and quality requirements as agreed by the Council.	X	
15. Perform quality planning and assurance.	X	
16. Stakeholder management and engagement.	X	X
17. Assist and provide input for business case development.	X	
18. Identify and agree project benefits to the Council and provide benefits tracking.	X	
19. Business process modeling.		X
20. Communications management, including defining and implementing project communications strategy.	X	X
21. Evaluate and manage project risks.	X	X
22. Produce project initiation document detailing work breakdown structure, resources and implementation plans.	X	
23. Approve project documents.		X
24. Track and report to Council on work carried out and costs incurred to date.	X	
25. Carry out post implementation reviews.	X	X
26. Ensure projects managed to align with deliverables, and approvals (readiness reviews, Gateways, etc.).	X	X

10. Strategy and Planning

10.1 Strategy and Development Support

The Shared ICT service will support the development and delivery of Partner ICT and Digital strategies, advising on technical initiatives and solutions as part of a forward looking, effective and efficient means to deliver services.

Strategy and Development Support	
Tasks	STS
1. Assist with the development and maintenance of Council's ICT and Digital strategies.	X
2. Advise on solutions for new systems or enhancements to existing systems, through the provision of research into current and emerging technologies.	X
3. Advise on solutions for improvements to service delivery.	X
4. Validate technical and system design of approved projects and initiatives.	X
5. Review and recommend improvements to the Services, processes, systems, applications and tools.	X
6. Support Council in the preparation of Business Cases and implementation plans for deployment of new or amended applications.	X
7. Support Council in determining timescales and impact on the applications and service of proposed improvements and technology changes.	X
8. Design, develop and implement Continuous Improvement Projects, as identified and approved.	X

11. Performance and Management Reporting

Shared Technology Services will provide reports on a regular basis relating to the performance and quality of the ICT environment and the performance of the service being delivered.

Shared Technology Services will proactively identify opportunities for improvements in service delivery.

Performance and Management Reporting Responsibilities		
Tasks	STS	Council's retained function
1. Produce periodic performance reports, at timings agreed with the Councils, which detail performance against Service Levels, inclusive of all events associated with the management of change requests, incidents and problems and detailing deviations in performance delivered to end users.	X	
2. Contribute to a programme of continuous service improvement.	X	X
3. Carry out periodic system evaluation reviews to assess whether applications need enhancement, development or replacement.	X	X

4. Report unplanned downtime and on-going availability metrics of applications and systems.	X	
5. Report annually on the previous year's overall service performance and financial outturn.	X	

12. Management of 3rd Party Suppliers

Shared Technology Services will take responsibility for managing current and future third party suppliers engaged, relevant to the scope of Shared Technology Services, to deliver the Client Services including: - integration of their support services and agreed SLA's in to Shared Technology Services Model and managing the relationship between the Service and the Supplier and facilitating any required partner contact/interaction for contract changes.

Management of Application 3rd Party IT Providers Responsibilities		
Tasks	STS	Council's retained function
1. Management of third party support, maintenance and license agreements.	X	X
2. Proactively monitor 3rd party supplied software and forecast and report any issues and risks.	X	
3. Develop and maintain operational level agreements and relationships with the third party IT Providers.	X	
4. Route calls to Third Party IT Providers in accordance with agreed procedures.	X	
5. Receive call updates supplied by Third Party IT Providers and update the incident tracking system accordingly.	X	
6. Work with third parties to effect resolution of issues raised within agreed SLA's.	X	
7. Co-ordinate the attendance on and access to sites when appropriate.	X	
8. Manage negotiation and payment of support, management and license renewals (Council retains responsibility for application management).	X	X
9. Liaise with 3rd party IT Providers to assist in the development of the roadmap and to ensure that software maintenance agreements are not invalidated through persistent use of old software releases.	X	

SCHEDULE 4
CONFLICTS OF INTEREST PROTOCOL

1. Conflicts of interest Protocol

- 1.1. Shared Technology Services shall use its reasonable endeavours to positively promote the best interests of the Councils within the scope of the matter in which the Shared Technology Service is called upon to provide services.
- 1.2. Shared Technology Services shall comply at all times with such rules of professional conduct or guidance issued by the Host Council relating to the existence or otherwise of a conflict of interest and in relation to confidentiality and disclosure.
- 1.3. Shared Technology Services shall put in place appropriate systems and controls to enable the identification and assessment of potential conflicts of interest situations. Where a potential or actual conflict arises the Joint Management Board shall agree the appropriate course of action.

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SCHEDULE 5

EXIT MANAGEMENT PROTOCOL

Overview

1. This Exit Management protocol sets out the process to be followed and the activities to be undertaken during the Exit Period to migrate ICT services from Shared Technology Services to the Withdrawing Council(s) and/or a Replacement Contractor(s) in the following circumstances:-
 - 1.1.A Council issues a notice to withdraw from Shared Technology Services pursuant to clause 14 of the Agreement.
 - 1.2.The Councils agree to terminate Shared Technology Services pursuant to clause 15 of the Agreement.
2. This schedule is intended to act as a guide only to the steps required to successfully enable one or more Councils to exit from Shared Technology Services. It is not intended to cover every eventuality or detail every action required during the exit process. In particular:-
 - 2.1.Should Brent (as the Host Council) issue a notice to withdraw this would lead to the dissolution (termination) of the current Shared Technology Services. Whether Lewisham or Southwark take on the role of Host Council in a new or revised Shared Technology Services arrangement or Lewisham and Southwark elect to in-source or out-source the service, Brent shall be deemed to be the Withdrawing Council for the purposes of financial apportionment as set out in Schedule 8 (Financial Principles).
 - 2.2.Should the Agreement be terminated, whether pursuant to clause 15 of the Agreement or as a consequence of a Council withdrawing from Shared

Technology Services pursuant to clause 14 of the Agreement, the exit management process will need to be followed simultaneously for all exiting councils.

2.3. The Councils recognise that a degree of flexibility in the application of the provisions of this Schedule is required and have agreed that they shall each abide by the principles of fairness, proportionality and co-operate in good faith, in applying the terms of this Exit Management Protocol and seeking to ensure that the Partnership Principles are maintained as far as possible; and in the case of the Host Council the principle in the Agreement that the Host Council is to be no worse off because of it being the Host is to be recognised and applied.

2.4. In the event of Termination of the Agreement any reference to Withdrawing Council in this Schedule shall mean all the Councils.

Exit Activity

3. The exit activities to be undertaken during the Exit Period will be treated as a programme of work consisting of:

3.1. Work required within Shared Technology Services to maintain and adapt Shared Technology Services's environment to cater for any changes arising from the exit by the Withdrawing Council and the affect that the exit by that Council will have on Shared Technology Services, potential diminution in service requirements and associated reduction in staffing required, and work required to support the extraction and transition of the Withdrawing Council's data and services.

3.2. Work required by the Withdrawing Council to plan for and transition services away from Shared Technology Services to their chosen Replacement Contractor(s).

3.3. The Councils acknowledge and agree that they will co-operate and work together via the Joint Management Board and other liaison and co-operation as

reasonably necessary to facilitate the exit activities and arrangements which need to be undertaken during the Exit Period. In the case of a mutual agreement being reached by the Councils with regard to termination under clause 15 of the Agreement the Councils will each undertake the work referred to in 3.2 above.

4. The work programme will be overseen by the Managing Director of Shared Technology Services and progress will be reported to and overseen by the Joint Management Board.
5. The Managing Director of Shared Technology Services will appoint a Shared Technology Services Exit Manager (SSEM) who will act as the main point of contact for all Shared Technology Services exit related activities (save for any particular matters which the Managing Director of Shared Technology Services may wish to be delegated to others and this shall be notified by the Managing Director of Shared Technology Services if it applies). The SSEM will form a Shared Technology Services exit team and will be able to call on the services of functional experts (e.g. server, infrastructure, desktop etc.) and third party support providers as required in order to create this team and fulfil the obligations under this Exit Management Protocol.
6. In the case of withdrawal by a Council pursuant to clause 14 of the Agreement, the Withdrawing Council will appoint its own Exit Manager (Withdrawing Council Exit Manager - WCEM) who will have overall responsibility for the transition of ICT services to the Withdrawing Council. Part of this role as appropriate may be delegated by the WCEM to the Withdrawing Council's exit team and/or Replacement Contractor(s), with notice and details of such delegation given by the Withdrawing Council to the other Councils and the Managing Director of Shared Technology Services. The WCEM, in accordance with the processes described in this exit management protocol, will allocate mutually agreed work packages to the SSEM who in turn may delegate them to Shared Technology Services exit team for completion.

7. In the case of termination pursuant to clause 15 of the Agreement, each Council shall appoint its own Exit Manager.
8. Exit Managers will be suitably qualified and experienced individuals of sufficient seniority such as to be able to manage and (if necessary) requisition the necessary resource for the purpose of the exit activities.
9. The Councils acknowledge and agree that withdrawal or termination activities during the Exit Period may result in additional costs being incurred, such costs to be met as set out in Schedule 8 (Financial Principles).
10. All Councils and their representatives involved in exit activities will act in good faith and in the spirit of “partnership” to try and ensure the successful migration of services with the minimum of disruption to the end users, the business or the wider customer stakeholders of the Withdrawing Council and Shared Technology Services which may include the provision of reasonable support after the end of the Exit Period as agreed by the Joint Management Board.
11. The Withdrawing Council, or where the Agreement is terminated any Council, can require direct access to any third party support providers which make up the exit team on reasonable notice and for reasonable time periods to be agreed with the third party and approved by the SSEM.
12. In the event of a Council withdrawing or the Agreement being terminated Shared Technology Services will prepare and agree with all Councils an Exit Plan. This will detail the methods, media, actions, responsibilities and timings for the transfer of services, data, assets, documentation, third party support contracts and other resources.
13. The envisaged roles and responsibilities for exit of each party are set out in table 1 below, however these may be amended by agreement depending upon the exact circumstances in which this Schedule is invoked.

Party	Responsibilities
<p>Withdrawing Council and/or Replacement Contractor(s)</p>	<ul style="list-style-type: none"> • Appointment of Exit manager and creation of exit team including technical, procurement, legal, HR(TUPE) and other relevant skill sets and resources. • Council internal governance and reporting, internal Council communications and stakeholder management. • Appointment of the Replacement Contractor(s) and/or Establishment of own ICT Support Service; • Serving of the necessary contractual notices • Overall project management of the migration of services from Shared Technology Services • Implement any new infrastructure and / or systems required in readiness to accept the transferring data, hardware, software and services. • Receive and verify the accuracy and completeness of data transferred to the Withdrawing Council's replacement systems and services. • Approve deletion of Withdrawing Council data from Host Council systems following transfer and verification.

	<ul style="list-style-type: none"> • Receive the transfer of any third party support contracts, physical assets (hardware and software) and documentation • Specify any additional information required from Shared Technology Services • Responsibility for ensuring the transfer of services in accordance with the Council's requirements • Responsibility for complying with obligations under TUPE.
Shared Technology Service	<ul style="list-style-type: none"> • To continue to provide the agreed ICT services as set out in the Agreement. • Appointment of Shared Technology Services Exit manager and exit team. • Develop and implement plans to disaggregate Council hardware, software, licences, contracts and services. • Develop and implement any plans required to safeguard the on-going delivery of Shared Technology Services. • Complete agreed work packages agreed with the Withdrawing Council's Exit Manager in accordance with the processes set out within this exit management protocol • Assist with the Councils due diligence activity, ensuring all registers are up to date and maintained.

	<ul style="list-style-type: none"> • At agreed timings make available the Councils data in a format and method that is acceptable to both Shared Technology Services and the Withdrawing Council. • At agreed timings undertake the transfer of assets (hardware and software), documentation, third party support agreements and other resources identified within this Exit Management Protocol and agreed as part of the process • Provide the agreed resources necessary to fulfil the obligations under this Exit Management Protocol. • Staff resource planning in preparation for TUPE or other arrangements for transfer and transition of Shared Technology Services staff to the Withdrawing Council and/or its Replacement Contractor. • Deletion of Withdrawing Councils data (arrangements and specifics to be discussed and agreed). • Vacate Withdrawing Councils premises (to be arranged for the end of the Exit Period).
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Table 1

Asset Lists, Documentation and Resources

14. Shared Technology Services will use all reasonable endeavours to ensure that asset inventory, service descriptions and documentation as defined in the Service Description and set out in Table 2 below is fully up to date and any other information reasonably requested and available as part of the Councils exit activities is provided to the Withdrawing Council or all Councils where the Agreement is terminated. The information will be supplied in accordance with the timings agreed between the Exit Managers during the execution of this Exit Management Protocol.

Title	Description	Type
Asset Register	<p>Asset number, make, model, serial number, purchase date and if relevant the name of the third party support organisation and agreement number, for every ICT device located within the Council that is within the scope of Shared Technology Services.</p> <p>Asset information on Shared Technology Services assets which the Withdrawing Council has a share in but are not considered within scope for transfer – and the proposed apportioning of buy-out or write-down costs.</p>	Documentation – Table format
Software Inventory	<p>A complete list of the software installed within Shared Technology Services ICT estate with corresponding totals. Fields to include; vendor, product, version, total instances of installations.</p> <p>Specific reference shall be made to the Withdrawing Council's owned software and shared software, the latter to show the</p>	Documentation – Table format

	respective apportionment between Shared Technology Services Authorities.	
List of Software License Agreements as then held by/available to Shared Technology Services	A complete list of the software licensing agreements by vendor. Fields to include; product, version, agreement number, perpetual/rental, site/user/machine, concurrent (or not), type of vendor agreement e.g. select/EA/OEM, quantity of licenses included within agreement for the specific Council/s. All quantities must equal or exceed the totals within the software inventory.	Documentation – Table format
Contracts register	An up to date contracts register and all associated underpinning documents including contracts, schedules, payment profile, etc.	Contracts register in table format or database and documents

<p>List of Third Party Support Agreements as then held by/available to Shared Technology Services</p>	<p>Supplier name, address, account manager, contact details, expiry date, annual cost, early termination provisions, agreement number, scope (e.g. devices, infrastructure), basic SLA details, hours of operation.</p>	<p>Documentation – Table format and documents</p>
<p>List of Administrative Access Permissions and Rights</p>	<p>System or device (e.g. domain, router, switches), category of users (e.g. admin, super, helpdesk), summary of permissions per category, number of users within category.</p> <p>The account credentials for assets which the Replacement Contractor(s) will assume responsibility for will be provided on a date agreed between all parties.</p>	<p>Documentation – Table format or extraction from system.</p>

Copies of Support and Development Processes	Incident management, change management, work request process, device build and image sign off process, leavers process, new user request process, new intake process (creation of accounts, transfer of data from cloud hosted storage services), escalation process.	Documentation - processes
Standards Documentation	Device build standards, application standards, infrastructure standards.	Documentation – Standards sheets
Properties and Facilities	List of Council/s facilities (e.g. server rooms, hub rooms, technicians' work rooms, storage spaces) that are currently used by Shared Technology Services.	Documentation – Table format
List of human resources	Shared Technology Services will provide Brent's Provisional Staff List, Staffing Information and Brent's Final Staff List as defined in Schedule 2 (Employment and Pensions).	Documentation – Table format and related documents

	Brent will assist the Withdrawing Council to identify the resources, roles and skills that are required to support the local devices and Withdrawing Council/s infrastructure as known to Shared Technology Services.	
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Table 2

Treatment of Assets

15. The Withdrawing Council and the Host Council for Shared Technology Services will review the Asset Register and agree Asset treatment, ensuring that apportionment is fair and equitable and due consideration is given to the ability (or otherwise) to divide Assets into usable constituent parts. Where approval of any Council is required this shall not be unreasonably withheld or delayed.

16. The governing principles for fair and equitable apportionment shall be:-

16.1. Where an Asset is wholly owned by the Withdrawing Council that Asset will be returned to / retained by them.

16.2. Where an Asset is owned by the Host Council and used by the Withdrawing Council, and it can be disaggregated from Shared Technology Services, the Withdrawing Council can request the transfer of the appropriate apportionment of that Asset subject to the agreement of the Host Council and any payment being made in relation to the residual value as set out in the Asset Register or as otherwise agreed by the Councils.

16.3. Where an Asset is owned by the Host Council and used by the Withdrawing Council, where it cannot be disaggregated from Shared Technology Services or where subject to clause 16.2 transfer of the Asset is not agreed, that Asset will be retained by the Host Council.

17. The allocation of Assets to the Withdrawing Council may create a shortfall of resources or licences for the on-going requirements of the remaining Councils and/or the Withdrawing Council. Where a shortfall arises as a result of apportionment the Remaining Councils and the Withdrawing Council shall each separately be responsible for provision and costs to remedy their own shortfall and shall not be liable for any shortfall of another Council.

Transfer of Services

18. Services hosted from Shared Technology Services's retained central data centre will need to be migrated to the Withdrawing Council's facilities during service transition which shall occur before the end of the Exit Period.

19. The specific methods of transfer will be agreed between Shared Technology Services and the Withdrawing Council. The Withdrawing Council has the responsibility and liability for its own new facilities and arrangements and their suitability for and state of readiness to accept a data and service transfer. The Host Council is highly dependent on the Withdrawing Council discharging its responsibilities effectively and on information to be provided from the Withdrawing Council regarding its plans and prospective arrangements for the purpose of transition and transfer of service activities.

20. Explicitly, Shared Technology Services commits to working within the Exit Period with the Withdrawing Council to try to ensure integrated services are separated and made standalone from Shared Technology Services's retained central data centre. The responsibility and liability for ensuring suitable standalone facilities exist is with the Withdrawing Council and any Replacement Contractor/s which it chooses to appoint. The Host Council's costs in supporting the service transition and transfer will be recoverable as detailed in Schedule 8 (Financial Principles). Any support from the Host Council of Shared Technology Services beyond the end of the Exit Period will need to be subject to further agreement between the Withdrawing Council and the Host Council on terms to be mutually agreed in writing.

21. The Withdrawing Council will be responsible for provisioning the relevant platforms to host any transferring services (e.g. virtual server, SAN storage, VDI, email, SharePoint, etc).

Transfer of Service Desk Services

22. Shared Technology Services will agree:

- The switchover date (eg: when users start contacting the Withdrawing Council's replacement service desk) including transferring or diverting the existing Service Desk contact numbers and email addresses.
- How open incidents, problems and service requests are treated.
- Transfer of historical call management system data.
- How Shared Technology Services's Service Desk handles a support request received from a user of the Withdrawing Council after the switch over date.

23. The Withdrawing Council will be responsible for communicating all such changes to their users.

Transfer of Data

24. The Host Council for Shared Technology Services will agree with the Withdrawing Council the methods (media, format, etc.) and timings relating to the transfer of the Withdrawing Council's data. Data includes files on the central data servers, information stored within SharePoint and messages and attachments held within the email systems.

25. Explicitly data held in 3rd party hosted cloud services is considered out of scope.

26. To ensure that the transferred data is accurate and as up to date as possible all parties will likely need to agree a date when the data will be made read only for the duration of the transfer process. The data will then, securely and where necessary utilising data encryption, be transferred to the Withdrawing Council. The

Withdrawing Council will be responsible for:- the import of its data onto the relevant replacement systems; verification of the accuracy of the transferred data and making the data available for access / amendment by their staff as it may wish.

27. The Host Council for Shared Technology Services will work with the Withdrawing Council to assist in the correction of any data errors caused by the Host Council including the re-supply of base data and/or provision of data in other agreed formats. The Host Council does not have responsibility for any acts and omissions of the Withdrawing Council and/or its Replacement Contractor(s) or for the functionality of the arrangements to be put in place by those parties.
28. Shared Technology Services will provide full details of the existing data hierarchy and access permissions associated with it.
29. Backup and archive data will be provided to the Withdrawing Council on withdrawal from Shared Technology Services as part of the exit activities. In addition, backup data will be retained as part of the archives within Shared Technology Services's retained central data centre pursuant to clause 39 and will be made available to the Withdrawing Council on request (e.g. to perform a restore of a document as it was at a specific point in time).
30. Shared Technology Services will be responsible for the secure retention and subsequent deletion of all the Withdrawing Council's data (including backup and archive data) once transferred and receipted by the Withdrawing Council on a date to be agreed by both parties but not more than six (6) months after the Exit Period.

Connectivity

31. Shared Technology Services will work with the relevant internet and data connectivity service providers and the Withdrawing Council to separate the Withdrawing Council's infrastructure and services from Shared Technology Services retained central data centre, infrastructure and services.

32. On withdrawal from Shared Technology Services agreement Shared Technology Services will cease the use of any internet connectivity or data centre connections provided by the Withdrawing Council that it had the benefit of. The Withdrawing Council will need to decide if the internet connectivity or data centre connections are still required and if necessary make alternative funding arrangements.

Transfer of email addresses

33. All parties will need to agree the date when the Withdrawing Council will assume responsibility for its replacement email services. The Withdrawing Council and Shared Technology Services as appropriate will need to instruct the registered Domain hosting provider that from the agreed date all email traffic should be forwarded to the Council/s' email service. The Withdrawing Council will need to ensure that they have the necessary infrastructure in place with the relevant accounts distributed to the end users and this must be done in good time prior to the end of the Exit Period.

Transfer of Website

34. Shared Technology Services will work with the Withdrawing Council to ensure that, the Withdrawing Council's website, DNS records and other means by which internet traffic is directed to the Withdrawing Council's website, which are under the control or management of Shared Technology Services, are migrated in a timely and controlled manner.

Staff Resources

35. Brent as the Host Council for Shared Technology Services employs all Shared Technology Services Staff. As part of exit management planning the Exit Managers and Managing Director of Shared Technology Services will develop and the Joint Management Board shall agree a staff resource plan to be implemented and managed during the Exit Period. The plan will consider and identify the current and future service requirements and related staff resource requirements of the continuing Shared Technology Services and those of the Withdrawing Council and

will where practical allocate staff, this being either to the Host Council for the continuing Shared Technology Services or the Withdrawing Council.

36. The provisions of Schedule 2 (Employment and Pensions) shall apply in respect of the withdrawal of any Council from the Agreement and in the event of the Councils mutually agreeing to terminate the Agreement.

Transfer of third party contracts

37. Contracts for the purpose of Shared Technology Services that are maintained and administered by Shared Technology Services will, where possible and if practicable, be disaggregated and assigned or novated in whole or in part to the Withdrawing Council subject always to the other contracting party consenting to such disaggregation or other arrangements as mentioned. The Withdrawing Council will also need to ensure that any appointed Replacement Contractor(s) is authorised to liaise directly with the third party.

38. Where a Withdrawing Council is a party to a contract which is utilised by Shared Technology Services, the Withdrawing Council will assist in making provision for the full or partial assignment or novation to Shared Technology Services subject to the consent of the other contracting party.

39. Shared Technology Services will work with the Withdrawing Council and use all reasonable endeavours to ensure that any other contracts identified on the list of third party support agreements that remain in scope at the time of withdrawal from the Agreement / are assigned or novated smoothly and successfully.

40. Where the Withdrawing Council wishes to retain the services of Shared Technology Services's subcontractors then Shared Technology Services will facilitate an introduction between the Council and the subcontractor so that negotiations can take place.

Notice of third party systems hosted on network

41. Shared Technology Services will supply details of any third party systems hosted on or interfaced to the Withdrawing Council's local network.
42. Examples of potential systems include payment collection systems, library management systems, guest WIFI access systems, Access Control, CCTV, BMS, etc.
43. The details to be provided include; third party contact details, access requirements and protocols, purpose of system and interface, roles and responsibilities, any associated interface agreements and details of the relevant technical configuration to the extent such details are available to Shared Technology Services.
44. Shared Technology Services will work with the Withdrawing Council to facilitate the smooth transition of these hosted and interfaced systems. Where the consent of a third party licensor/supplier is required for transfer of systems, software, technology or related services or materials the obligations on Shared Technology Services to effect a transfer are accepted to be subject to this and Shared Technology Services will not be responsible for any third party delay or third party lack of support.

Access Arrangements

45. It is envisaged that the Withdrawing Council may require access to Shared Technology Services's retained central data centre. Shared Technology Services will facilitate reasonable access to these facilities but may require this to be agreed in advance and as part of the overall service exit and data migration programme. Access to local hardware and devices for viewing can be agreed as part of the agreement to have access to the Withdrawing Council's buildings and sites, however, access to the devices for configuration changes etc. will need to be agreed with Shared Technology Services and its ICT third party suppliers where appropriate.
46. Access to the Withdrawing Council's sites and buildings will need to be agreed directly with the Withdrawing Council. However, where access to local server, hub and technician rooms under the control of Shared Technology Services is required

this will need to be agreed with Shared Technology Services and its ICT third party suppliers where appropriate. Note the Host Council must be given requisite access for the purpose of undertaking its work in assisting the Withdrawing Council and it will not be responsible for any failure to give access or restriction preventing progress in any transition or exit activities during the Exit Period or in any agreed period thereafter.

47. Up until the point of transfer electronic access to systems and devices by the Withdrawing Council will be controlled and monitored by Shared Technology Services. The Withdrawing Council will need to formally request the type, times and level of access required. Shared Technology Services will consider the request and if appropriate create and issue the relevant account credentials, such access requests not to be unreasonably withheld.
48. The transition and handover activities will take place in the Exit Period between service of withdrawal notice under clause 14 of the Agreement and the agreed withdrawal or termination date (in the case of mutual agreement under clause 15 of the Agreement).
49. Activities will be timed to occur as mutually agreed between Shared Technology Services and the Withdrawing Council. If prior to end of the Exit Period the Withdrawing Council identifies a requirement for support beyond the end of the Exit Period, this will be subject to negotiation and further agreement between the Host Council and the Withdrawing Council as may be necessary at the time.
50. Shared Technology Services will make appropriate arrangements to vacate the Withdrawing Council's premises including the removal of retained Shared Technology Services equipment and services within ninety (90) days of the end of the Exit Period unless agreed otherwise.

Intellectual Property Rights (IPR)

51. The inventory of Intellectual Property and associated ownership and rights of use will be updated and agreed.

Process for identification and appointment of an exit team

52. Shared Technology Services and each exiting Council using their own discretion will appoint an Exit Manager and representatives to their Exit team. Each exiting Council and Shared Technology Services may challenge each other's appointment of a specific individual. In this event the appointing party must be able to demonstrate that the appointed individual has the capabilities to fulfil the roles and responsibilities identified within this Schedule. If the challenging party remains unsatisfied and the appointing party are unable or unwilling to appoint a replacement then either party may refer the matter to the Dispute Resolution Procedure.

Disclosure plan for documentation and information

53. Within three months of the start of the Exit Period Shared Technology Services will make the information identified in clause 14 of this Schedule available to the Withdrawing Council. Shared Technology Services will, if requested, assist the Withdrawing Council to procure the services of an ICT services provider by supplying information as may be required for a procurement and providing responses to supplier clarification questions which fall within the scope of the services provided by Shared Technology Services subject always to the requirement that the full cost of providing such assistance shall be charged to and paid by the Withdrawing Council and the Host Council shall not be expected to contribute to the cost.

54. The Withdrawing Council will sign off on the completion of Shared Technology Services's related activities that will have been agreed between all parties at the start of the exit arrangements.

55. The Council/s will not unreasonably refuse or delay the signing-off of the relevant Shared Technology Service's-related activities.

Costs

56. Costs arising from a Council withdrawing from the Agreement are detailed within Schedule 8 (Financial Principles) and Schedule 2 (Employment and Pensions) in relation to staffing responsibilities and costs; as well as related provisions in this schedule and the Agreement. It is agreed between the Councils that in principle the Council which chooses to withdraw shall bear the costs of the withdrawal as identified in Schedule 8 (Financial Principles).

57. Where there is mutual agreement between the three Councils to terminate the Agreement the principles in Schedule 8 (Financial Principles) and Schedule 2 (Employment and Pensions) in relation to staffing responsibilities and costs; as well as related provisions in this schedule and the Agreement shall apply as between all three Councils.

Scenarios

58. There are a number of ways in which withdrawal or termination of the Agreement could arise for one or more Councils. It is not feasible to cater for every eventuality so to aid future interpretation of the exit provisions envisaged arising from the Agreement the following scenarios are provided.

S1 All Councils in Shared Technology Services share a perimeter Internet gateway. The gateway has an unlimited user licence and was purchased as a capital asset by the Host Council – an annual support cost being recharged to Lewisham and Southwark.

- The Withdrawing Council shall be responsible for the provisioning and cost of a replacement external Internet gateway.*
- The Withdrawing Council shall be expected to pay committed maintenance fees during the Exit Period.*
- The Host Council retain ownership of the asset and bear any cost arising from the future depreciation of the capital expenditure not being fully compensated for.*

S2 All Councils in Shared Technology Services share a perimeter Internet gateway. The gateway has a 10,000 user licence and was paid for jointly by all three Councils. The annual support cost is recharged to Brent, Lewisham and Southwark in proportions set out in Schedule 8.

- The Withdrawing Council would receive the user licences owned by them as recorded in the Asset Register.*
- Any licence shortfall would be the responsibility of the Withdrawing Council and the Remaining Councils to address respectively based on their own future requirements.*
- The Withdrawing Council would be responsible for provisioning and costs of a replacement external Internet gateway, onto which it could transfer its licences.*
- The Withdrawing Council would be expected to pay committed maintenance fees during the Exit Period.*

S3 A software licence is due for renewal three months prior to the exit date. The service is required by all Councils and must be maintained. Post exit, Shared Technology Services will continue to use the software however the Withdrawing Council will use a different product. There are two renewal options, a one year renewal or a three year renewal at a discounted price.

- The Withdrawing Council will decide which renewal option best suits itself (we shall assume that 12 months is cheapest) and will commit to that cost. Shared Technology Services will decide which option best suits itself (this might be the 3-year option even taking into account that the Withdrawing Council is exiting) and will renew on that basis. Any difference between the Withdrawing Council's funding (for 1-year) and the contract cost (for 3-years) shall be met by the Remaining Councils.*

- *Where it is practical to disaggregate the licence the Withdrawing Council shall be entitled to request a proportion of the licence.*

S4 The Host Council procures a new storage device at a cost of £1,000,000 using capital funds. The capital cost of the device including any additional maintenance, 3rd party support or licences is calculated, apportioned and recharged to the three Councils using the appropriate metric as set out in Schedule 8, with payment spread over 5 years. One year later Lewisham gives notice to withdraw.

- *Lewisham will continue to pay scheduled payments for the agreed Exit Period (default 2 years) plus to the end of the financial year in which exit occurs. See schedules for details of this.*
- *At the point of exit there will still be circa 2 years of the capital payment period remaining which Lewisham shall not be liable for.*
- *The Host Council will review and agree with the other remaining Council whether there is to be any change to the asset/service recharge to reflect the loss of planned income from Lewisham.*
- *Where the asset can be disaggregated the option exists for the Host Council to offer, or the Withdrawing Council to request, transfer of an appropriate portion of the asset to the Withdrawing Council at a price to be agreed by the three councils.*

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SCHEDULE 6a

JOINT COMMITTEE

GOVERNANCE & TERMS OF REFERENCE

1. Establishment of a Joint Committee

- 1.1. The Joint Committee shall be formed of the London Boroughs of Brent, Lewisham and Southwark.
- 1.2. In exercise of their powers under the Local Government Act 1972, the Local Government Act 2000, the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2012 and all other enabling powers the Councils (which for this purpose includes Brent's Cabinet, Southwark's Cabinet and Lewisham's Mayor and Cabinet) shall establish a joint committee to be known as the Joint Committee of the London Boroughs of Brent, Lewisham and Southwark (and within these Terms of Reference also referred to as "the Joint Committee") with effect from [1st November 2017].

2. Purpose and function

- 2.1. The London Boroughs of Brent, Lewisham and Southwark have established the Joint Committee to discharge executive functions on behalf of the three boroughs, in so far as they relate to joint activities or areas of common concern in relation to the provision of ICT infrastructure and related supporting services. The Joint Committee shall be responsible for and shall have delegated to it the following functions of the Councils as set out in a written agreement between the Councils and referred to in these Terms of Reference as the Shared Technology Services Agreement (the Agreement):
- the strategic direction for Shared Technology Services
 - those matters for which it is identified as responsible for under the Agreement.
 - to consider matters referred to it by the Joint Management Board (as referred to in the Agreement)
 - to act as the decision making body in respect of any joint decision required to be taken by the Councils under the Agreement other than those that have been excluded and defined as Reserved Decisions.

Which shall together be known as "the Agreed Functions"

- 2.2. The governance arrangements provide flexibility so that the Agreed Functions can be added to or amended over time.

- 2.3. Each Council hereby empower the Joint Committee to discharge on their behalf the Agreed Functions and empower the Joint Committee to arrange for the discharge of the Agreed Functions or any of them by any officer or officers of the Councils.
- 2.4. The Joint Committee shall operate and discharge its responsibilities in accordance with the terms of these Terms of Reference and the Agreement.
- 2.5. The work of the Joint Committee shall be supported by the Joint Management Board.
- 2.6. The Joint Committee does not have power to exercise non-executive functions on behalf of the Councils.
- 2.7. The initial meeting of the Joint Committee shall take place within six (6) months of the Effective Date and thereafter, they shall occur twice yearly.
- 2.8. Meetings of the Joint Committee shall be rotated between the offices of each of the Councils.
- 2.9. The Joint Committee may delegate to an officer of the Councils but may not delegate to sub-committees.
- 2.10. Meetings of the Joint Committee will be open to the public except to the extent that they are excluded under the following paragraph.
- 2.11. The public may be excluded from a meeting of the Joint Committee during an item of business whenever it is likely, in view of the nature of the business to be transacted or the nature of the proceedings, that, if members of the public were present during that item, confidential information as defined in section 100A(3) of the Local Government Act 1972 or exempt information as defined in section 100I and Schedule 12A to the Local Government act 1972 would be disclosed to them.

3. Business to be transacted

- 3.1. Standing items for each meeting of the Joint Committee will include the following:
- Apologies for absence
 - Declaration of Interest
 - Minutes of the Last Meeting
 - Provision for public participation
 - Substantive items for consideration.
 - Exclusion of the Public
 - Closed items for consideration

3.2. The Chair may vary the order of business and take urgent items as specified in the Access to Information Requirements / Rules as set out in the respective Councils' constitutions at his/her discretion. The Chair should inform the Appointed Members of the Joint Committee prior to allowing the consideration of urgent items.

3.3. An item of business may not be considered at a meeting unless:

3.3.1. A copy of the agenda included the item (or a copy of the item) is open to inspection by the public for at least five clear days before the meeting unless it contains confidential information or exempt information as referred to in the Access to Information Requirements / Rules referred to in paragraph 3.2; or

3.3.2. By reason of special circumstances which shall be specified in the minutes the Chair of the meeting is of the opinion that the item should be considered at the meeting as a matter of urgency, or

3.3.3. "Special Circumstances" justifying an item being considered as a matter of urgency will relate to both why the decision could not be made at the meeting allowing the proper time for inspection by the public as well as why the item or report could not have been available for inspection for five clear days before the meeting.

4. Extraordinary meetings

4.1. Arrangements may be made following consultation with Chair of the Joint Committee to call an extraordinary meeting of the Joint Committee. The Chair should inform the Appointed Members prior to taking a decision to convene an extraordinary meeting.

4.2. The business of an extraordinary meeting shall be only that specified on the agenda.

5. Cancellation of meetings

5.1. Meetings of the Joint Committee may, after consultation with the Chairman, be cancelled if there is insufficient business to transact or some other appropriate reason warranting cancellation. The date of meeting may be varied after consultation with the Chairman and Appointed Members of the Joint Committee in the event that it is necessary for the efficient transaction of business.

6. Rules of debate

6.1. The rules of debate in operation in the Chair's Council shall apply.

7. Request for determination of business

7.1. Any Appointed Member of the Joint Committee may request at any time that:

- The Joint Committee move to vote upon the current item of consideration.
- The item be deferred to the next meeting.
- The item be referred back to a meeting of the Chief Executives of the Participating Boroughs for further consideration.
- The meeting be adjourned.

The Joint Committee will then vote on the request.

8. Urgency Procedure

8.1. Where the Chair (following consultation with the Appointed Members of the Joint Committee) is of the view that an urgent decision is required in respect of any matter within the Joint Committee's functions and that decision would not reasonably require the call of an Extraordinary Meeting of the Joint Committee to consider it and it cannot wait until the next Ordinary Meeting of the Joint Committee, then they may request in writing the Chief Executive of each Council (in line with pre-existing delegations in each Council's Constitution) to take urgent action as is required within each of the constituent Councils.

9. Membership

9.1. Each Council shall appoint two of its Council Members to sit on the Joint Committee as "Appointed Members" to the Joint Committee. Each Council should also appoint a named substitute/s to attend in the event any one member is absent. Appointed Members or their named substitute shall be an executive member for those operating executive governance arrangements). The member appointed as a substitute shall have full voting rights when they are acting as substitute.

9.2. Each Appointed Member of the Joint Committee shall serve upon the Joint Committee for as long as he or she is appointed to the Joint Committee by the relevant Council but shall cease to be an Appointed Member of the Joint Committee if he or she ceases to be a member of the Council appointing him or her.

10. Chair

10.1. The Chair of the Joint Committee shall be rotated between the Appointed Members of the Councils for each meeting of the Joint Committee.

11. Quorum

11.1. A meeting of the Joint Committee shall require a quorum of three of the six Appointed Members of the Joint Committee and that there shall be no quorum unless at least one Appointed Member from each Council is present.

12. Voting

- 12.1. The Joint Committee's decision making will operate on the basis of mutual cooperation and consent. It is expected that decisions will be taken on a consensual basis wherever reasonably possible.
- 12.2. Where a vote is required it will be on the basis of one vote per member and unless a recorded vote is requested, the Chair will take the vote by show of hands.
- 12.3. Any matter shall be decided by a simple majority of those members voting and present. Where there is an equality of votes, the Chair of the meeting shall have a second and casting vote.
- 12.4. Reserved Decisions must be referred back to the members of each Council.

13. Overview and scrutiny

- 13.1. Overview and scrutiny (within the meaning of the Local Government Act 2000) will be the responsibility of each Council and the appropriate scrutiny arrangements of each Council will apply subject to any necessary changes being made to meet the circumstances of the Joint Committee arrangement.

14. Administration

- 14.1. Administrative support for the meetings of the Joint Committee will be provided by the Host Authority and will be formally designated as clerk to the Joint Committee with responsibility for the provision of administrative support.

15. Lead Borough / Accountable Body Arrangements

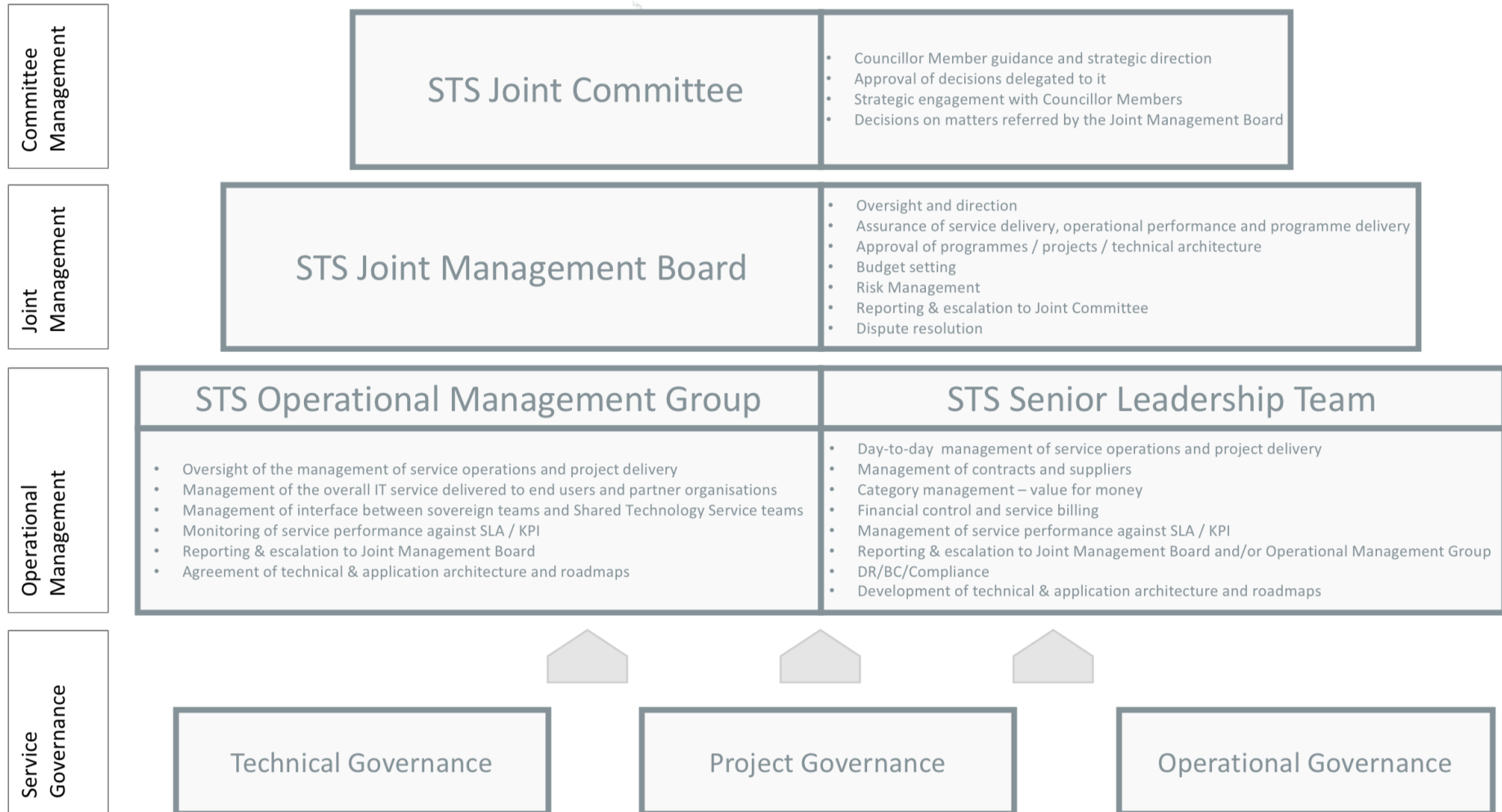
- 15.1. The London Borough of Brent is the lead accountable body for the Shared Technology Service.

16. Dispute Resolution

- 16.1. Any dispute that arises as a result of these Terms of Reference shall be dealt with in accordance with Clause 17 of the Agreement.

SHARED TECHNOLOGY SERVICES JOINT COMMITTEE		
Appointed Members	Frequency:	2 meetings per annum
<u>London Borough of Brent / Lewisham / Southwark:</u> Two (2) Members from each partner authority	Venue:	Rotated between partners
Officer Attendees	Receives reports from:	Joint Management Board
<u>Brent:</u> Strategic Director of Resources <u>Lewisham:</u> Chief Finance Officer <u>Southwark:</u> Strategic Director of Housing and Modernisation	Reports to:	Authority Cabinets
Terms of Reference	Agenda	
<ul style="list-style-type: none"> • Oversee the delivery of the Shared Technology Service. • Sets key strategic direction and associated activities. • Acts as arbiter where there is a conflict in either direction or priority of each Council. • Those matters for which it is identified as responsible for under the Inter-Authority Agreement for the three-way Shared Technology Service. 	<ul style="list-style-type: none"> • Apologies for absence • Declaration of interest • Minutes of the Last Meeting and matters arising • Provision for public participation • Substantive items for consideration • Exclusion of the public • Closed items for consideration 	

Overview of Shared Technology Services Governance Arrangements



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SCHEDULE 6b

JOINT MANAGEMENT BOARD

TERMS OF REFERENCE

1. Establishment of a Joint Committee

1.1. The Joint Management Board shall be formed of the London Boroughs of Brent, Lewisham and Southwark.

2. Purpose and function

2.1. The London Boroughs of Brent, Lewisham and Southwark have established the Joint Committee to discharge executive functions on behalf of the three boroughs, in so far as they relate to joint activities or areas of common concern in relation to the provision of ICT infrastructure and related supporting services. The Joint Management Board shall:

- a) be accountable to the Joint Committee for decisions taken in the provision of Shared Technology Services and shall cause to be prepared monitoring report(s) to coincide with each periodic meeting of the Joint Committee; be responsible for and shall have delegated to it the following functions of the Councils as set out in a written agreement between the Councils and referred to in these Terms of Reference as Shared Technology Services Agreement (the Agreement),
- b) be responsible for implementing the strategic decisions made by the Joint Committee, oversight and day-to-day monitoring of Shared Technology Services and in particular reviewing and agreeing the Performance Management Framework,
- c) review and monitor a Risk Register for all aspects of Shared Technology Services operations,
- d) be responsible for any matter relating to Shared Technology Services not specifically reserved to the Joint Committee or any Council,
- e) resolve or progress in accordance with the conflict dispute resolution process any conflict reported to them by the Managing Director of Shared Technology Services pursuant to clause 8.1.9 or as referred by any member of the Joint Management Board,
- f) review the performance of the Managing Director of Shared Technology Services and make recommendations to the Host Council in relation to that performance. For the avoidance of doubt, it shall be at the sole discretion of the Host Council whether to take any disciplinary action against the Managing Director of Shared Technology Services and in what form,

- g) In conjunction with the Host Authority partake in the recruitment and appointment of Key Personnel including the Managing Director of Shared Technology Services as referred to in schedule 7.

2.2. The governance arrangements provide flexibility so that the role and remit of the Joint Management Board can be added to or amended over time.

2.3. The Joint Committee does not have power to exercise non-executive functions on behalf of the Councils.

2.4. The initial meeting of the Joint Committee shall take place within six (6) months of the Effective Date and thereafter, they shall occur twice yearly.

2.5. Meetings of the Joint Management Board shall be rotated between the offices of each of the Councils.

3. Business to be transacted

3.1. Standing items for each meeting of the Joint Committee will include the following:

- Apologies for absence
- Minutes of the Last Meeting
- Operational, service and programme delivery
- Financial and other reports from the Managing Director of Shared Technology Services
- Shared Service development
- Significant risk and issues
- Agree business for the Joint Committee
- Joint communications plan
- Review service plans and budgets.

3.2. The Chair may vary the order of business and take urgent items as required at his/her discretion. The Chair should inform the Appointed Directors of the Joint Management Board prior to allowing the consideration of urgent items.

4. Membership

4.1. The Councils shall each appoint a Director as the Appointed Director to the Joint Management Board to act as the Council's representative in all matters detailed within this Agreement and to exercise the decision making power

delegated to him or her. Each Council should also appoint a named substitute/s to attend in the event their Director is absent.

5. Chair

5.1. The Chair of the Joint Management Board shall be rotated between the Appointed Directors of the Councils for each meeting of the Joint Management Board.

6. Quorum

6.1. Quorum for meetings of the Joint Management Board will be at least one Appointed Director from each Council, in addition to any attendees from Shared Technology Services.

7. Voting

7.1. Regardless of the number of officers in attendance the Councils will have only one vote each on any matter exercised by their respective Appointed Directors, and the intention is that decision making will be by consensus; and if unanimous agreement cannot be reached on any matter it may be referred to the internal dispute resolution provisions of clause 17.

7.2. The Chair of the Joint Management Board does not hold a second or casting vote.

7.3. The Managing Director of Shared Technology Services will also be required to attend meetings although will not have a vote.

8. Venue

8.1. The venue for Joint Management Board meetings shall be rotated between Councils or as otherwise agreed.

9. Frequency

9.1. Unless otherwise agreed by the Councils the Joint Management Board meetings will be held once every other month.

10. Administration

10.1. Administrative support for the meetings of the Joint Management Board will be provided by the Host Authority.

10.2. The Managing Director of Shared Technology Services shall ensure that members of the Joint Management Board are sent papers for meetings (including but not limited to an agenda and minutes of the previous meeting) not less than two Business Days before the date of such meeting.

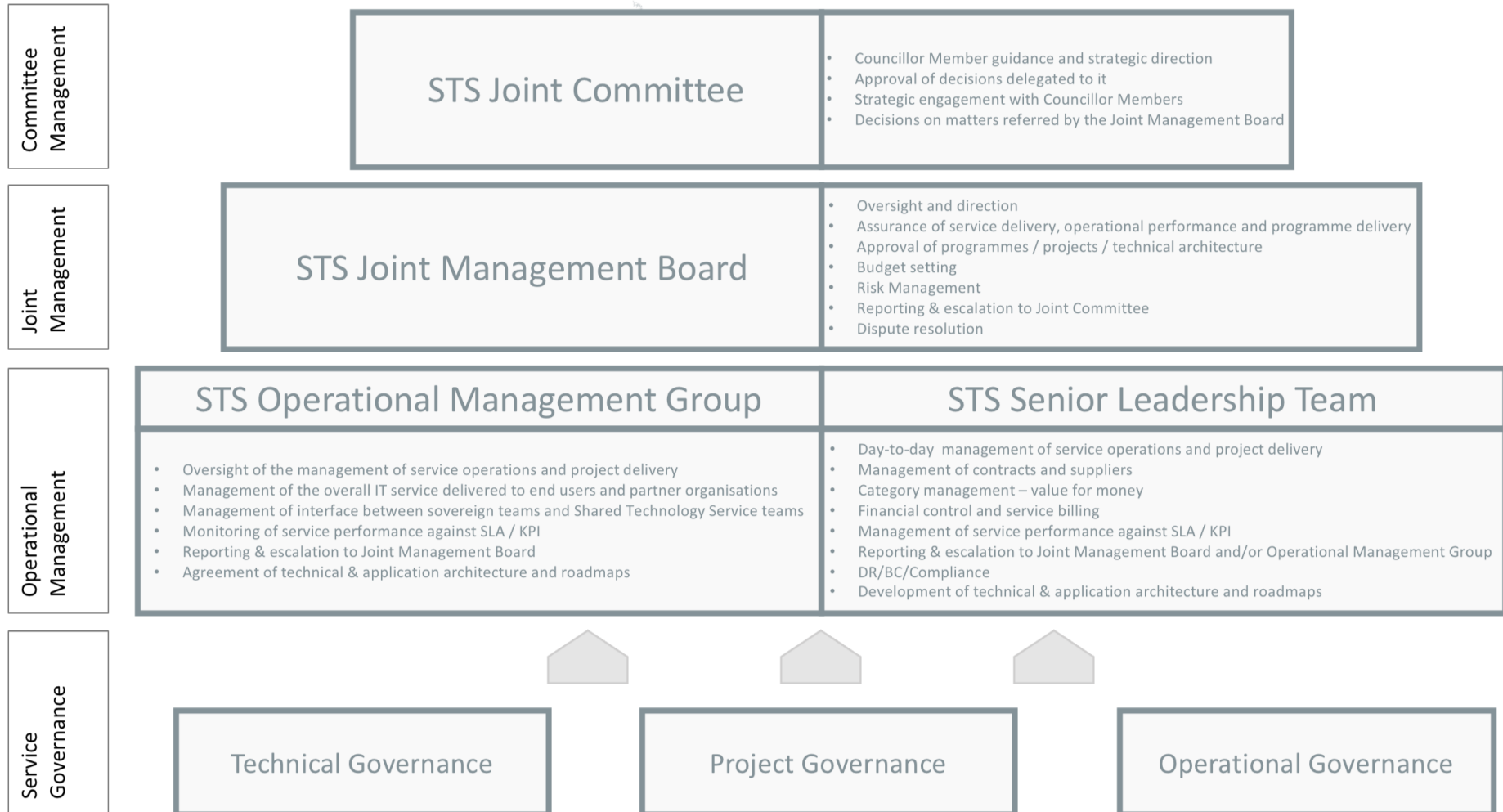
- 10.3. All decisions of the Joint Management Board shall be recorded in writing by the Managing Director of Shared Technology Services and a copy of the record provided to all members of the Joint Management Board.

11. Dispute Resolution

- 11.1. Any dispute that arises as a result of these Terms of Reference shall be dealt with in accordance with Clause 17 of the Shared Service Agreement.

SHARED TECHNOLOGY SERVICES JOINT MANAGEMENT BOARD		
Officer Attendees (Officers authorised to exercise delegated powers)	Frequency:	Every 2 months (or as agreed)
Brent: Strategic Director of Resources Lewisham: Chief Finance Officer Southwark: Strategic Director of Housing and Modernise	Venue:	As agreed by Chair
	Receives reports from:	Managing Director of Shared Technology Services
	Reports to:	Joint Committee
Terms of Reference	Agenda	
<ul style="list-style-type: none"> To act as the decision making body in respect of any joint decision to be taken by the Councils under the Inter-Authority Agreement other than those that have been excluded and defined as Reserved Decisions. Senior level guidance, leadership and strategy in accordance with that agreed by Joint Committee. Review performance and delivery (transitional activities, operational, projects, programmes) to assure service meets business requirements including: quality, time, cost. Oversight of financial management and annually to agree and recommend budget for Shared Technology Services to the respective councils. Approval of significant changes to scope or delivery of the service. Review risks, issues, data security and business continuity (including audit activities). Forum to highlight areas and initiatives of common interest. Review and recommend for approval contracts and purchases in accordance with the procurement protocol defined with the Inter-Authority Agreement. Preparation and submission of Committee and Cabinet reports. Resolution or progression of disputes referred to the board in accordance with the dispute resolution process. 	<ul style="list-style-type: none"> Review matters arising and actions Operational, service and programme delivery Review financial and other reports from the Managing Director of Shared Technology Services. Significant change approvals Shared Service development progress Significant Risks / Issues Agree the business for the Joint Committee Joint Communications Plan Review and agree service plan (annually) Review and recommend budget (annually) 	

Overview of Shared Technology Services Governance Arrangements



SCHEDULE 6c

OPERATIONAL MANAGEMENT GROUP

TERMS OF REFERENCE

1. Establishment of an Operational Management Group

1.1. The Operational Management Group shall be formed of representatives from the London Boroughs of Brent, Lewisham and Southwark and the Shared Technology Service Senior Leadership Team.

2. Purpose and function

2.1. The London Boroughs of Brent, Lewisham and Southwark have established the Joint Committee and Joint Management Board to discharge executive functions on behalf of the three boroughs, in so far as they relate to joint activities or areas of common concern in relation to the provision of ICT infrastructure and related supporting services. To assist the Joint Management Board, the Operational Management Group shall:

- a) be accountable to the Joint Management Board for decisions taken in the provision of the Shared Technology Service and shall cause to be prepared monitoring report(s) to coincide with each periodic meeting of the Joint Management Board and shall undertake the following functions of the Councils as set out in a written agreement between the Councils and referred to in these Terms of Reference as the Shared Technology Service Agreement (the Agreement),
- b) be responsible for implementing the strategic decisions made by the Joint Committee and Joint Management Board, oversight and day-to-day monitoring of the Shared Technology Service and in particular reviewing and managing adherence to the objectives set in the Performance Management Framework,
- c) review and monitor a Risk Register for all aspects of the Shared Technology Service operations,
- d) be responsible for any matter relating to the Shared Technology Service not specifically reserved to the Joint Committee, Joint Management Board or any Council, and not specifically managed by the Shared Technology Service Senior Leadership Team.

2.2. The governance arrangements provide flexibility so that the role and remit of the Operational Management Group can be added to or amended over time.

2.3. Meetings of the Operational Management Group shall be online, or rotated between the offices of each of the Councils as required,

3. Business to be transacted

3.1. Standing items for each meeting of the Operational Management Group will include the following:

- Apologies for absence
- Minutes of the Last Meeting
- Operational, service and programme delivery updates
- Financial and other reports from the Managing Director of the Shared Technology Service
- Shared Service development
- Significant risk and issues
- Agree business for the Joint Management Board
- Joint communications plan
- Review service plans and budgets.

3.2. The Chair may vary the order of business and take urgent items as required at his/her discretion. The Chair should inform the Appointed Partners of the Operational Management Group prior to allowing the consideration of urgent items.

4. Membership

4.1. The Councils shall each appoint a representative of the sovereign IT service, such as the Head of IT, as the Appointed Partner to the Operational Management Group to act as the Council's representative in all matters detailed within this Agreement and to exercise the decision making power delegated to him or her. Each Council should also appoint a named substitute/s to attend in the event their Appointed Partner is absent.

5. Chair

5.1. The Chair of the Operational Management Group shall be the Managing Director of the Shared Technology Service.

6. Quorum

6.1. Quorum for meetings of the Operational Management Group will be one Appointed Partner from each Council, in addition to available members of the Shared Technology Service Senior Leadership Team.

7. Voting

- 7.1. Regardless of the number of officers in attendance the Councils will have only one vote each on any matter exercised by their respective Appointed Partners and one vote for the Shared Technology Service exercised by the Managing Director or authorised representative, and the intention is that decision making will be by consensus; and if unanimous agreement cannot be reached on any matter it may be referred to the internal dispute resolution provisions (see section 11).
- 7.2. The Chair of the Operational Management Group does not hold a second or casting vote.
- 7.3. Other members of the Shared Technology Service Senior Leadership Team will also be required to attend meetings although will not have a vote save where the Managing Director of Shared Technology Services has so authorised them to vote as their representative.

8. Venue

- 8.1. The venue for Operational Management Group meetings shall be online, or rotated between Councils or as otherwise agreed.

9. Frequency

- 9.1. Unless otherwise agreed by the Councils the Operational Management Group meetings will be held once every month.

10. Administration

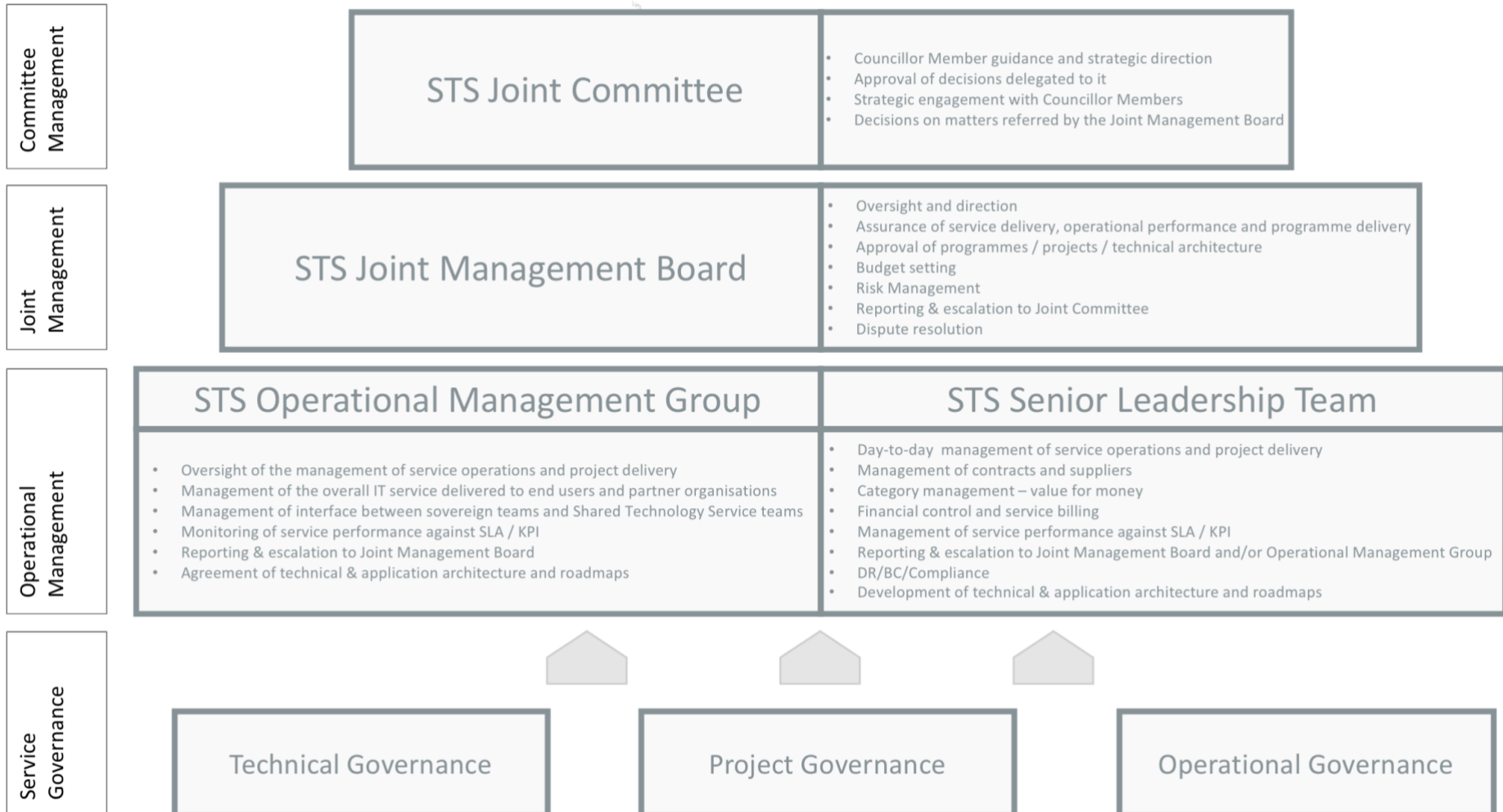
- 10.1. Administrative support for the meetings of the Operational Management Group will be provided by the Shared Technology Service.
- 10.2. The Managing Director of the Shared Technology Service shall ensure that members of the Operational Management Group are sent papers for meetings (including but not limited to an agenda and minutes of the previous meeting) not less than two Business Days before the date of such meeting.
- 10.3. All decisions of the Operational Management Group shall be recorded in writing by the Managing Director of the Shared Technology Service and a copy of the record provided to all members of the Operational Management Group.

11. Dispute Resolution

- 11.1. Any dispute that arises as a result of these Terms of Reference shall be dealt with in accordance with Clause 17 of the Shared Service Agreement.

SHARED TECHNOLOGY SERVICE OPERATIONAL MANAGEMENT GROUP		
Officer Attendees (Officers authorised to exercise delegated powers)	Frequency:	Every month (or as agreed)
Brent: Head of IT Lewisham: Head of IT Southwark: Head of IT Shared Technology Service: Managing Director	Venue:	Online, or as agreed by Chair
	Receives reports from:	Shared Technology Services Senior Leadership Team
	Reports to:	Joint Management Board
Terms of Reference	Agenda	
<ul style="list-style-type: none"> • Management of service operations and project delivery • Management of the overall IT service delivered to end users and partner organisations • Management of interface between sovereign teams and Shared Technology Service teams • Monitoring of service performance against SLA / KPI • Reporting & escalation to Joint Management Board • Agreement of technical & application architecture and roadmaps • Review performance and delivery (transitional activities, operational, projects, programmes) to assure service meets business requirements including: quality, time, cost. • Oversight of financial management and annually to agree and recommend budget for the Shared Technology Service • Review risks, issues, data security and business continuity (including audit activities). • Forum to highlight areas and initiatives of common interest. • Review and recommend for approval contracts and purchases in accordance with the procurement protocol defined with the Inter-Authority Agreement. • Preparation and submission of Committee and Cabinet reports if required. 	<ul style="list-style-type: none"> • Review matters arising and actions • Operational, service and programme delivery • Review financial and other reports from the Managing Director of Shared Technology Services. • Significant change approvals • Shared Service development progress • Significant Risks / Issues • Agree the business for the Joint Management Board • Joint Communications Plan • Review and recommend service plan • Review and recommend budget 	

Overview of Shared Technology Service Governance Arrangements



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SCHEDULE 7

Shared Technology Services – Key Personnel

1 The Councils agreed the following roles will be held by staff considered to be Key Personnel.

<u>Role</u>	<u>Post Holder</u>	<u>Responsibilities</u>	<u>Duration (if applicable)</u>
Managing Director of Shared Technology Services	Fabio Negro	Management and strategic direction of Shared Technology Services	Duration of shared service
Head of Operations	Kevin Ginn	Management of Shared Technology Services Infrastructure and service	Duration of shared service
Head of Strategy & Technology	Tim Green	Management of the Strategy, Service Design, Finance, Technology and Cyber security functions.	Duration of shared service
Head of Partnerships & Projects	Joanne Barker	Management of the business relationship with the Partners and clients, and delivery of Projects.	Duration of shared service

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SCHEDULE 8

FINANCIAL PRINCIPLES

1. The financial principles set out the way in which costs for Shared Technology Services are apportioned to each of the Councils.
2. It is important to note that costs could be apportioned in a number of ways, each with an underlying logic and validity, and there is often no right answer. Arguably, the most important aspects of the financial model are:-
 - that it sets out to apportion costs fairly across all three Councils,
 - that costs are transparent,
 - that the Councils work in a climate of mutual trust
 - that, over time, the principles are developed to reflect changing service delivery requirements, methods and circumstances.
 - Pay for what you use

General Principles:

3. There are six general financial principles:
 - i. The setting of each Council's ICT budget is a Reserved Decision for each Council.
 - ii. Each Council understands that changes to their ICT budget may impact upon Shared Technology Services and/or the other Councils. Each will therefore work in a spirit of trust and collaboration to minimise any adverse impact as a result of changes to budget.
 - iii. Each Council accepts that expenditure will increase as a result of inflation, wage settlement or other factors beyond the control of the Host Council.

Each Council will therefore reasonably commit to funding their apportionment of any such agreed increase in cost.

- iv. The Councils understand that the effectiveness of Shared Technology Services is underpinned by forward planning and financial stability and that this is supported by a multi-year budget setting period.
- v. The Councils understand that changing use pattern, consumption or volume of ICT services may not result in an immediate or any realisable saving. Consequently, changes or reductions in budget apportionment may rely on actual savings being achieved and should not generally result in increased cost to the other Councils.
- vi. The Councils accept that Shared Technology Services is effectively an in-house team. Consequently, cost risks associated with such a delivery model will be apportioned to the Councils in accordance with these financial principles if and when they arise.

Apportionment Metrics:

- 4. The financial model uses four means of apportioning costs to the Councils.

- User Based:

Costs are apportioned to each Council based on their number of active users as determined by live “Active Directory” user accounts rounded to the nearest one hundred. User based apportionment will be the default metric for charging of Shared Technology Services including treatment of surplus/deficit.

<u>Active Directory User Count</u>

	<u>LB Brent</u> <u>(of which LGA)</u>	<u>LB Lewisham</u> <u>(of which LH)</u>	<u>LB</u> <u>Southwark</u>
<u>2017/18</u> Active Users (Original)	3,000	2,500	4,500
2020/21 Active Users (New)	3,350 (450)	3,400 (600)	4,800
<u>User Based Apportionment</u>			
2017/18 Apportionment (Original)	30%	25%	45%
User Based Apportionment (New)	29% (3.9 %)	29.44% (5.19%)	41.56%

Table 1: Active Directory Users as at 1/06/2017 for Original apportionment and 11/11/2020 for new apportionment

- Consumption Based:

Costs are apportioned to each Council based on their respective use of the resource being recharged.

- Equal Apportionment:

Costs are apportioned with each Council paying (33.3% or 50%) a percentage of the cost depending upon the number of Councils benefitting. An example being a project which is of equal benefit to all three Councils.

- Sole Use:

Resource can be identified as used by a single Council and is therefore recharged to that Council in its entirety.

Shared Technology Services Costs:

5. Shared Technology Services Costs can be categorised as:-

- 5.1. Staff Remuneration Costs: includes staff salary and associated on-costs (NI and pension contributions, holiday pay, sick pay, etc), overtime, allowances, training, travel, etc.
- 5.2. Staff Overhead Costs: includes accommodation costs, supporting staff and services (HR, payroll, pension, legal, procurement, management).
- 5.3. Infrastructure costs: Includes infrastructure hardware and software, data centre hosting, core network connectivity, internet connectivity, storage, backup, security services, 3rd party support and maintenance agreements, consultancy, etc.
- 5.4. Project Costs.
- 5.5. Transition and other one-off costs.
- 5.6. TUPE Protected Costs: agreed and identified miscellaneous (insurance, car, health or other allowances) costs arising from TUPE of Lewisham, Previous Lewisham Contractor, Southwark and/or Previous Southwark Contractor staff to Brent.
- 5.7. Reorganisation Costs: those costs as defined in the Agreement.
- 5.8. Dismissal and Early Retirement Costs: Costs incurred on the dismissal or early retirement of Shared Technology Services Staff other than Reorganisation Costs and Exit Redundancy Costs.
- 5.9. Exit Redundancy Costs: the costs referred to in clause 3.12.1 of Schedule 2 (redundancy and dismissal costs which may be incurred by Brent at the end of any Exit Period).
- 5.10. LGPS Capital Costs as defined in Schedule 2

Staffing and Infrastructure Costs:

Staffing and infrastructure costs will initially be apportioned as set out below.

- Table 2a shows costs that will be apportioned based on user numbers
- Table 2b shows any costs that are charged on a Sole Use basis
- Table 2c shows any costs that will be apportioned based on consumption

Table 2a: User Based Apportionment:

Type	Description
Default	Default charging metric for all costs/surplus/deficit/profit except where detailed below or agreed otherwise by the Joint Management Board
Staff Remuneration and Staff Overheads	Staff Remuneration Costs and associated overhead costs for Shared Technology Services staff and supporting services
ICT Hardware	Hardware used by ICT staff – desktops, monitors, laptops, etc
Consultancy	External specialist support as and when required by Shared Technology Services.
Hardware Maintenance	General repairs of workforce desktops, laptops, monitors – excludes consumables like batteries, keyboards, mice
Data Centre Hosting	Rack space including power (core).
	Rack space including power (service specific).
Shared Infrastructure	Support and maintenance of core network, server and storage infrastructure cost.
Network Maintenance	Support and maintenance for core network

Internet & PSN Connectivity	Resilient internet links with PSN services.
Premier Support	Microsoft Premier Support Agreement
Security Testing	Ongoing testing (PSN, PCI DSS)
Service Desk	License Subscription for Service Desk system
Password self-service	Maintenance & Support for Quest Password Manager.
Web Filter	iBoss licenses.
Email Filter	Proofpoint licenses.
Mobile Device Management	Maintenance & Support for Mobile Iron
2-Factor Authentication	Maintenance & Support for Freja Appliance licenses.

Table 2a: Apportionment Metrics based on User numbers

Table 2b: Sole Use Costs:

Type	Description
Consultancy	External specialist support as and when required for project or Council specific requirement.
Service Desk	License Subscription for Council Application Admins
SQL Replication	Maintenance & Support for Double-Take software
Data Centre Links	Links to connect each Council with the data centres and/or core network.

Microsoft Licenses	EA subscription covering Desktop licenses, Office products and Server components.
Certificates	Certificates for external web sites/services
Citrix Licenses	Citrix Support & Maintenance
Virtualisation Licenses	VMWare Support & Maintenance (core)
	VMWare Support & Maintenance (service specific)
Telephone Network	Maintenance & Support of telephony network including ACD
Telephony Lines & Calls	All telephony circuits / PSTN / call charges
Mobile Telephony	Mobile phone line rentals, call charges, data charges
Data Circuits	Rental of all Wide Area Network data circuits
Printing	Maintenance & Support of print devices and print charges (including consumables)

Table 2b: Sole Use costs

Table 2c: Consumption based Apportionment:

Type	Description
Consultancy	External specialist support as and when required for project or Council specific requirement.
Service Desk	License Subscription for Council Application Admins
SQL Replication	Maintenance & Support for Double-Take software

Table 2c: Consumption Based Apportionment

6. Except where identified above or as otherwise agreed by the Joint Management Board and/or Joint Committee, each Council will meet the cost of their local (non-Shared Technology Service) ICT staff, applications and other ICT services.

Project related costs:

7. It is anticipated that many projects will be delivered using Shared Technology Services project and technical support teams. The salary and on-costs for these staff are covered within the staff related support costs and therefore, subject to demand, for many projects no additional funding will be required for staff resource. Funding of infrastructure (hardware, software, licences, etc) required to deliver a project may still need to be funded and where this applies funding will be apportioned as set out in accordance with this schedule.
8. Some projects will be of such size or technical complexity that they require additional resource or skills or backfill staff. Where this is the case such costs will be met by the commissioning beneficiary Councils. Unless for a single Council or agreed otherwise by the Joint Management Board, project resource costs will be apportioned on an equal basis.
9. The Councils accept that project requirements will vary year to year and therefore apportionment of resource may not mirror cost apportionment in any single year – but should average out over a longer period.
10. Where appropriate Southwark intend to recharge project costs to internal departments. Southwark and Shared Technology Services will therefore agree a notional rate card for shared service support resources and the project initiation documentation for each project will identify the estimated resource requirement and notional rate. Southwark will be responsible for undertaking the internal recharge process.
11. Wherever the Host Council undertakes the procurement services or activities supporting the other Councils, this shall be deemed to be part of Shared

Technology Services and the Host Council shall be entitled to recover its costs in relation to the procurement services or activities as part of Shared Technology Services Costs incurred pursuant to this Agreement.

Transition and other one-off costs:

12. Developing the shared service offer, due diligence and subsequent transitioning is being treated as a project. Costs for the first two phases of transition will be defined and will be met by Southwark. These costs are included in the estimated budget for year 1 of Shared Technology Services and Southwark will look to capitalise these.

TUPE, Reorganisation, Dismissal, Exit Redundancy Costs and LGPS Capital Costs:

13. At any future transfer date a transferring Council will pay any related TUPE Protected Costs as agreed by the Joint Management Board.
14. Any Reorganisation costs and their apportionment as a result of any future reorganisation of Shared Technology Services, shall be agreed by the Joint Management Board.
15. Dismissal and Early Retirement Costs: these costs will be apportioned using the user based metric applicable at that time subject to Schedule 2, clause 5.2.
16. Exit Redundancy Costs:
- 16.1. Where these costs arise on the withdrawal of a Council under clause 14 of the Agreement these costs shall be met by the Withdrawing Council.
- 16.2. Where these costs arise on the termination of the Agreement under clause 15 of the Agreement these costs are met by the Councils as set out in Table 2a of this Schedule unless termination occurs pursuant to paragraph 28.1.2 of this Schedule in which case they are met by the Withdrawing Council.

17.LGPS Capital Costs these costs shall, subject to the agreement of the Joint Management Board on each occasion, be apportioned as follows:

- 17.1. where they fall within Reorganisation Costs they shall be apportioned in accordance with the applicable Reorganisation Costs apportionment set out in paragraph 14 above;
- 17.2. 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 15 above;
- 17.3. where they fall within Exit Redundancy Costs they will be subject to the apportionment set out in paragraph 16 above.

Budget setting:

18.To support clause 5 of the Agreement:-

- 18.1. Shared Technology Services budget will be reviewed in August/September for the following financial year taking into consideration service performance, inflation and other cost pressures, Council savings targets, the requirement to increase or decrease resource as a result of changes in service requirements or demand and any other factors considered relevant.
- 18.2. the proposed budget requirement will be agreed by the Joint Committee no later than 30 November.
- 18.3. the Councils will be responsible for agreeing the ICT budget within their respective Councils.

Billing:

- 19.Shared Technology Services will produce a monthly invoice in arrears for all Shared Technology Services Costs and additional agreed staff, infrastructure, 3rd party, project and other costs incurred on behalf of Southwark.

20. Shared Technology Services will take over and continue to provide itemised billing for telephony and printing to facilitate recharging within Southwark. This is an area for review in the future.

Financial Review:

21. At the end of each financial year the Managing Director of Shared Technology Services will present to the Joint Management Board the Annual Accounts for the previous 12 months as set out in clause 12.10 of the Agreement. If there isn't an acceptance, instigate the Dispute Resolution Process set out in Schedule 10.

22. At the start of each financial year the Managing Director of Shared Technology Services will present to the Joint Management Board the agreed Shared Technology Services budget for the coming 12 months.

Budget Surplus / Deficit:

23. At the end of each financial year:-

23.1. if any surplus or unused agreed budgeted costs of Shared Technology Services (as viewed against the Annual Budget and Annual Service Plan) arises it will be distributed between the Councils apportioned using the same cost metric as was used for charging as set out in table 2.

23.2. any deficit between the actual Shared Technology Services Cost and the agreed budgeted Shared Technology Services Cost will be apportioned to Councils using the appropriate apportionment metric as set out in table 2. All payments due under this clause will be made within thirty (30) Business Days of such agreement or determination.

Managing Change:

24. Subject to clause 31.4 of the Agreement, any changes to the level of service commissioned by the Councils during the year, or in the associated service costs will be reported to the Joint Management Board for consideration. It is expected

that this will occur annually to align with budget setting; however the Managing Director of Shared Technology Services may bring a report to the board at any time if the change impacts the service or budget such that it warrants their early attention.

Income:

25. Unless agreed otherwise by the Joint Management Board, any surplus income generated from using Shared Technology Services resources to deliver services outside of the agreed partnership or through mutual investment in new services will be apportioned to the Councils as set out in table 2.

Expansion of Shared Technology Services:

26. Should the shared service expand in the future the Joint Management Board will review and agree the metrics to be used. It is expected that any expansion of the shared service must be to the benefit of all existing Councils.

27. Should a partner choose to in-source a previously outsourced service, or agree with another organisation to manage their ICT needs, this should be treated as an uplift to the partner's apportionment by number of active users, plus other 'Sole Use' costs identified.

Exiting Shared Technology Services:

28. The principles governing exit from Shared Technology Services are;-

28.1. that where pursuant to clause 14 of the Agreement a Council issues notice to withdraw from Shared Technology Services, unless the three Councils agree otherwise exit costs which arise will be apportioned in accordance with either;

28.1.1. table 3a of this Schedule, or

28.1.2. in the event that their withdrawal results in the effective termination of the Agreement, table 3b of the Schedule.

28.2. Where in relation to termination of this Agreement:

28.2.1. where pursuant to clause 15 the Councils agree to terminate the Agreement any exit costs which arise will be apportioned in accordance with table 4 of this Schedule unless paragraph 31.1.2 applies.

28.2.2. where pursuant to clause 25 the Councils agree to terminate the Agreement or one Council withdraws from the Agreement any exit costs which arise will be apportioned in accordance with table 4 of this Schedule.

28.3. that no Council will be unduly financially penalised as a result of exit and Shared Technology Services principles of fairness will prevail.

28.4. that the Withdrawing Council will be responsible for making its own future arrangements at no cost to the Remaining Councils for the re-procurement of replacement assets or services.

28.5. that the Remaining Councils will be responsible for making their own future arrangements at no cost to the Withdrawing Council for the re-procurement of replacement assets or services.

28.6. that as detailed in clause 14.5 of the Agreement, the Withdrawing Council will remain liable for its share (as calculated in accordance with the terms of this Agreement) of any costs incurred by Shared Technology Services during its time as a member up to and including the date upon which its membership terminates even if such costs do not become apparent or become due for payment until after the date of such termination.

28.7. That where contracts are renewed in the Exit Period the Withdrawing Council shall be liable for reasonable existing financial commitments post Exit Period but shall not be required to commit to contracts which extend further than 12 months beyond the agreed Exit Period and each Council shall be responsible

for their own on-going costs including any future increase in cost which arises as a result of loss of volume discount.

28.8. that the Withdrawing Council shall not be liable for any payments in relation to the use of Host Council Assets, as detailed in the Asset Register or other relevant documents, which arise after the Exit Period.

28.9. that in the spirit of partnership and value for residents all Councils will seek to minimise exit costs.

29. Table 3a below sets out in detail the responsibility for costs arising from a Council withdrawing from Shared Technology Services pursuant to clause 14.

Cost Description	Shared Technology Service	Withdrawing Council ⁱ	Comment
Shared Technology Services Exit Manager	*	X	Where practical to avoid or limit cost this should be resourced from within Shared Technology Services. Should resource capacity not allow this the Withdrawing Council shall be responsible for the cost.
Council Exit Manager		X	Each exiting Council shall pay for their own Exit Manager
Shared Technology Services resources to undertake Exit activities.	*	X	Where practical to avoid or limit cost this should be resourced from within Shared Technology Services. The Withdrawing Council and other exiting Council(s) may choose to scale back project work to free resource for exit activities.

			The Withdrawing Council and other exiting Council(s) are responsible for cost of any additional/backfill resource.
Council resources to undertake Exit activities.		X	Each exiting Council shall pay their own costs.
Activities related to selection and appointment of replacement contractor(s)	*	X	Each exiting Council will cover costs (including legal, procurement, HR) of selection and appointment of replacement contractor(s). Shared Technology Services will provide asset and other technical information as required to prepare a Council information pack for tenderers and reasonable resource to respond to clarification questions.
Assets required by Withdrawing Council	*	X	The treatment / cost apportionment of all Assets will be as set out in the Asset Register and in Schedule 5 (Exit Management).
Physical and logical migration of assets to Council or replacement	*	X	Each exiting Council will have primary responsibility for the relocation, migration and/or transfer of assets and services to them or their replacement contractor(s).

contractor(s).			Such transfer will likely require the assistance of Shared Technology Services and where practical to avoid or limit cost this should be resourced from within Shared Technology Services. Should resource capacity not allow this the exiting Council shall be responsible for their proportion of the cost.
Employment costs		X	The provisions of Schedule 2 (Employment and Pensions) and paragraphs 19 and 20 of this Schedule 8 shall apply
Increased cost arising from loss of volume discount	X	X	Each party shall be responsible for their own costs.
Costs for Shared Technology Services arising from loss of anticipated income post Exit Period	X		Host Council and Remaining Councils have liability for committed costs post Exit Period.

Table 3a – Cost apportionment arising from withdrawal

30. Table 3b below sets out in detail the responsibility for costs arising from a Council withdrawing from Shared Technology Services pursuant to clause 14 of the Agreement which results in the effective termination of the Agreement.

Cost Description	Shared Technology Service	Withdrawing Council	Other Council/s	Comment
Shared Technology Services Exit Manager	*	X		Where practical to avoid or limit cost this should be resourced from within Shared Technology Services. Should resource capacity not allow this the Host Council shall be responsible for the cost.
Council Exit Manager		X	X	Each Council shall pay for their own Exit Manager
Shared Technology Services resources to undertake Exit activities.	*	X	X	Where practical to avoid or limit cost this should be resourced from within Shared Technology Services. The Host Council and other Council may choose to scale back project work to free resource for exit activities. The Host Council and other Councils are

				responsible for the respective costs of any additional/backfill resource required to support their exit activities.
Council resources to undertake Exit activities.		X	X	Each Council shall pay their own costs.
Activities related to selection and appointment of replacement contractor(s)	*	X	X	Each Council will cover costs (including legal, procurement, HR) of selection and appointment of replacement contractor(s). Shared Technology Services will provide asset and other technical information as required to prepare a Council information pack for tenderers and reasonable resource to respond to clarification questions.
Assets required by Withdrawing	*	X	X	The treatment / cost apportionment of all

Council				Assets will be as set out in this Schedule, the Asset Register and in Schedule 5 (Exit Management).
Physical and logical migration of assets to Council or replacement contractor(s).	*	X	X	<p>Each Council will have primary responsibility for the relocation, migration and/or transfer of assets and services to them or their replacement contractor(s).</p> <p>Such transfer will likely require the assistance of Shared Technology Services and where practical to avoid or limit cost this should be resourced from within Shared Technology Services. Should resource capacity not allow this each Council shall be responsible for the respective cost for the work they require to be actioned.</p>
Employment		X	X	The provisions of Schedule 2

costs				(Employment and Pensions) and paragraphs 19 and 20 of this Schedule 8 shall apply
Increased cost arising from loss of volume discount	X	X	X	Each Council shall be responsible for its own costs.
Costs for Shared Technology Services arising from loss of anticipated income post Exit Period	X			Host Council has liability for committed costs post Exit Period.

Table 3b – Cost apportionment arising from a Council withdrawal and effective termination

31. Table 4 below sets out in detail the responsibility for costs arising from the Councils agreeing to terminate the agreement pursuant to clause 15.

Cost Description	Shared Technology Service	Councils	Comment
Shared Technology Services Exit Manager	X		Where practical to avoid or limit cost this should be resourced from within Shared Technology Services. Should resource capacity not allow

			this all Councils shall be equally responsible for the cost.
Council Exit Manager		X	Each Council shall pay for their own Exit Manager
Shared Technology Services resources to undertake Exit activities.	*	X	Where practical to avoid or limit cost this should be resourced from within Shared Technology Services. All Councils may need to scale back project work to free resource for exit activities. Each Council shall be responsible for their respective exit activity costs and any required additional / backfill resource.
Council resources to undertake Exit activities.		X	Each Council shall pay their own costs.
Activities related to selection and appointment of replacement contractor(s)	*	X	Each Council will cover their own costs (including legal, procurement, HR) of selection and appointment of replacement contractor(s). Shared Technology Services will provide asset and other technical information as required to prepare a Council information pack for tenderers and reasonable resource to respond to clarification questions.

Assets required by Council	*	X	<p>The treatment / cost apportionment of all Assets will be as set out in this Schedule, the Asset Register and in Schedule 5 (Exit Management)..</p> <p>Each Council will cover their own costs for any additional or replacement assets required by them.</p>
Physical and logical migration of assets to Council or replacement contractor(s).	*	X	<p>Each Council will have primary responsibility for the relocation, migration and/or transfer of their own assets and services to them or their replacement contractor(s).</p> <p>Such transfer will likely require the assistance of Shared Technology Services and where practical to avoid or limit cost this should be resourced from within Shared Technology Services. Should resource capacity not allow this each Council shall be responsible for the respective cost for the work they require to be actioned.</p>
Employment costs		X	The provisions of Schedule 2 (Employment and Pensions) and paragraphs 19 and 20 of this Schedule 8 shall apply
Increased cost arising from loss		X	Each Council shall be responsible

of volume discount			for their own costs.
Costs for Shared Technology Services arising from loss of anticipated income post Exit Period	X		Host Council retains liability for committed costs post Exit Period.

Table 4 – Cost apportionment arising from termination

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SCHEDULE 9

PROCUREMENT PROTOCOL

1. General Principles

- 1.1 The flow chart “Shared Service Procurement Protocols” appended to this Schedule summarises the processes from end to end for a Shared Technology Services procurement.
- 1.2 The Joint Management Board shall determine whether a Contract shall be procured by Shared Technology Services (Brent as Host Council undertaking procurement services) and whether each Council will enter into its own contract with the provider/supplier following award, or whether Brent is to enter into a contract on behalf of the other Councils (as applicable) as part of Shared Technology Services. If Brent is to procure as part of Shared Technology Services, Brent will in most cases enter into one contract on behalf of the relevant Councils (except in very exceptional cases where the provider requires licences or contracts to be made separately with each Council).
- 1.3 Wherever Brent undertakes the procurement services or activities supporting the other Councils, this shall be deemed to be part of Shared Technology Services and Brent shall be entitled to recover its costs in relation to the procurement services or activities as part of Shared Technology Services Costs incurred pursuant to this Agreement.
- 1.4 In the event that Lewisham Council asks Brent to undertake a procurement on its behalf for a separate Lewisham-only contract, Brent shall comply with Lewisham’s Constitution and the Public Contract Regulations 2015 (where applicable), and must obtain their own legal advice unless otherwise agreed in specific cases. In the case of any procurement carried out by Brent on behalf of Southwark Council, principle 1.5 below applies as Southwark Council has fully delegated the procurement of ICT contracts within the scope of this Shared Technology Services to Brent.
- 1.5 Where Brent is procuring on behalf of the other Council(s), Brent shall follow its own Constitution and the Public Contracts Regulations 2015 (where applicable).
- 1.6 In the case of any conflict in practice in terms of compliance with the requirements of the respective constitutions of the Councils it is an accepted principle that for the purposes of Shared Technology Services operation and performance obligations, the Brent Constitution shall prevail; and compliance with the Brent Constitution shall be deemed as compliance with the requirements of this Procurement Protocol.
- 1.7 The criteria for determining whether a proposed decision as to a procurement is a Key Decision will be as set out in each Council’s constitution.
- 1.8 Where the decision to authorise procurement, award a contract, or vary or extend a contract is a Key Decision the decision shall be subject to the scrutiny process of each of the Councils in the case of Brent and Lewisham expenditure, but for Southwark expenditure Brent’s Key Decision scrutiny process shall apply as Southwark has delegated the ICT procurement function for ICT contracts within the scope of this Shared Technology Services in full. Where a decision is subject to scrutiny, the Managing Director of Shared Technology Services shall be responsible for putting the

decision on each Council's Key Decision Plan within the required timescales. In certain exceptional cases as mentioned in 1.4 above it will be necessary to comply with the scrutiny procedures of Brent Council and Lewisham Council and the Managing Director of Shared Technology Services shall be responsible for notifying the decision as a Key Decision for this purpose.

- 1.9 In the case of an emergency or urgent requirement for procurement for Shared Technology Services, the urgency procedure in Brent's Constitution shall apply as a general principle. If any such cases occur the Managing Director of Shared Technology Services shall take the necessary steps to update and report the situation to the Joint Management Board at the next meeting and to notify Appointed Directors in the meantime. The Managing Director of Shared Technology Services shall also take necessary steps for notification and update to Cabinet, Leader or Deputy Leader and Lead Member under the Brent Constitution.
- 1.10 Brent's constitutional requirements may change from time to time and reference to them in this protocol shall be deemed to include any updates. Whenever such changes are proposed or approved the proposed or approved amendments will be notified to Lewisham and Southwark.

2. Shared Service Gateway 1 Process – Procurement Strategy

- 2.1 The flowchart "Shared Service Gateway 1 Process" appended to this Schedule summarises the process for commencement of procurement.
- 2.2 Where purchases are for or below £50,000 the Managing Director of Shared Technology Services can approve the procurement strategy on behalf of the Councils. The Managing Director of Shared Technology Services must comply with Brent Council's Constitution when procuring goods or services for £50,000 or below.
- 2.3 Where the estimated value of the Contract is above £50,000, authority to procure must first be obtained from or through the Brent Chief Officer following recommendation by the Appointed Directors on the Joint Management Board ("Management Board").
- 2.4 Procurement of Goods or Services above £50,000 (where the contract is led on and the contract shall be entered into by Brent Council on behalf of the Councils within the scope of the contract) shall comply with the following rules:
 - 2.4.1 The final version of the tender documents shall be approved by the Appointed Directors on the Management Board upon the advice of Brent's legal and procurement teams;
 - 2.4.2 The evaluation criteria shall be agreed by the Appointed Directors on the Management Board;
 - 2.4.3 Where requested by Lewisham or Southwark (as applicable), an officer from Lewisham and Southwark shall be entitled to be a member of the evaluation panel.
- 2.5 The general principles set out in section 1 above shall apply to all procurements that are above £50,000 where there is to be one contract awarded to Brent acting for the other council(s).
- 2.6 As per the Shared Service Gateway 1 flowchart appended, the process where the procurement contract value for Lewisham Council is £200,000 or more will require

Lewisham's Mayor & Cabinet approval for Lewisham's share of the expenditure) and where the value is over £2m Brent Cabinet approval (for Brent and Southwark's share of the expenditure). This applies unless the authority to procure is by means of a framework agreement in which case the Cabinet approvals will not be needed until the award of call off Contract under the framework agreement.

3. Shared Service Gateway 2 Process – Award of Contracts

- 3.1 The flowchart "Shared Service Gateway 2 Process" appended to this Schedule summarises the process for Contract award.

3.2 Award where estimated expenditure is £50,000 or less for one or more Councils

Award of a contract under £50,000 can be approved by the Managing Director of Shared Technology Services. An award report shall be prepared and retained for audit purposes and the JMB shall be advised of all such awards.

3.3 Award where estimated expenditure is more than £50,000 and less than £200,000 for Lewisham or less than £2m for Brent or Southwark Councils.

An award report shall be drafted by the Managing Director of Shared Technology Services for Brent (on behalf of Brent and Southwark) and Lewisham to be presented to the Joint Management Board for award recommendation. The award decision shall be made by the Brent Chief Officer (Brent Appointed Director) or his/her authorised deputy, and in the case of Lewisham award/expenditure, the Executive Director for Customer Service and/or the Executive Director for Resources and Regeneration in accordance with the timescales required. Each report shall be subject to the Key Decision principles and scrutiny in accordance with the general principles detailed in Section 1 above.

- 3.4 In the case of approval of award of a call off Contract for less than £2m under a Framework Agreement the award process will be the same as for award of other Contracts for that value.

3.5 Award of Contract where the estimated expenditure is more than £200,000 for Lewisham or more than £2m for Brent or Southwark Councils or above

Award reports shall be drafted by the Managing Director of Shared Technology Services for Brent (on behalf of Brent and Southwark) and Lewisham to be presented to the Joint Management Board and subsequently to Brent's Commissioning and Procurement Board and Cabinet (or if less than £5m a Brent Cabinet Member), and in the case of Lewisham award/expenditure, shall be presented to the Mayor & Cabinet (Contracts) for Lewisham in accordance with the timescales required. Each report shall be subject to scrutiny in accordance with the general principles detailed in Section 1 above.

- 3.6 In the case of approval of award of a call off Contract for £2m or more under a Framework Agreement the award process will be the same as for award of other Contracts for that value.

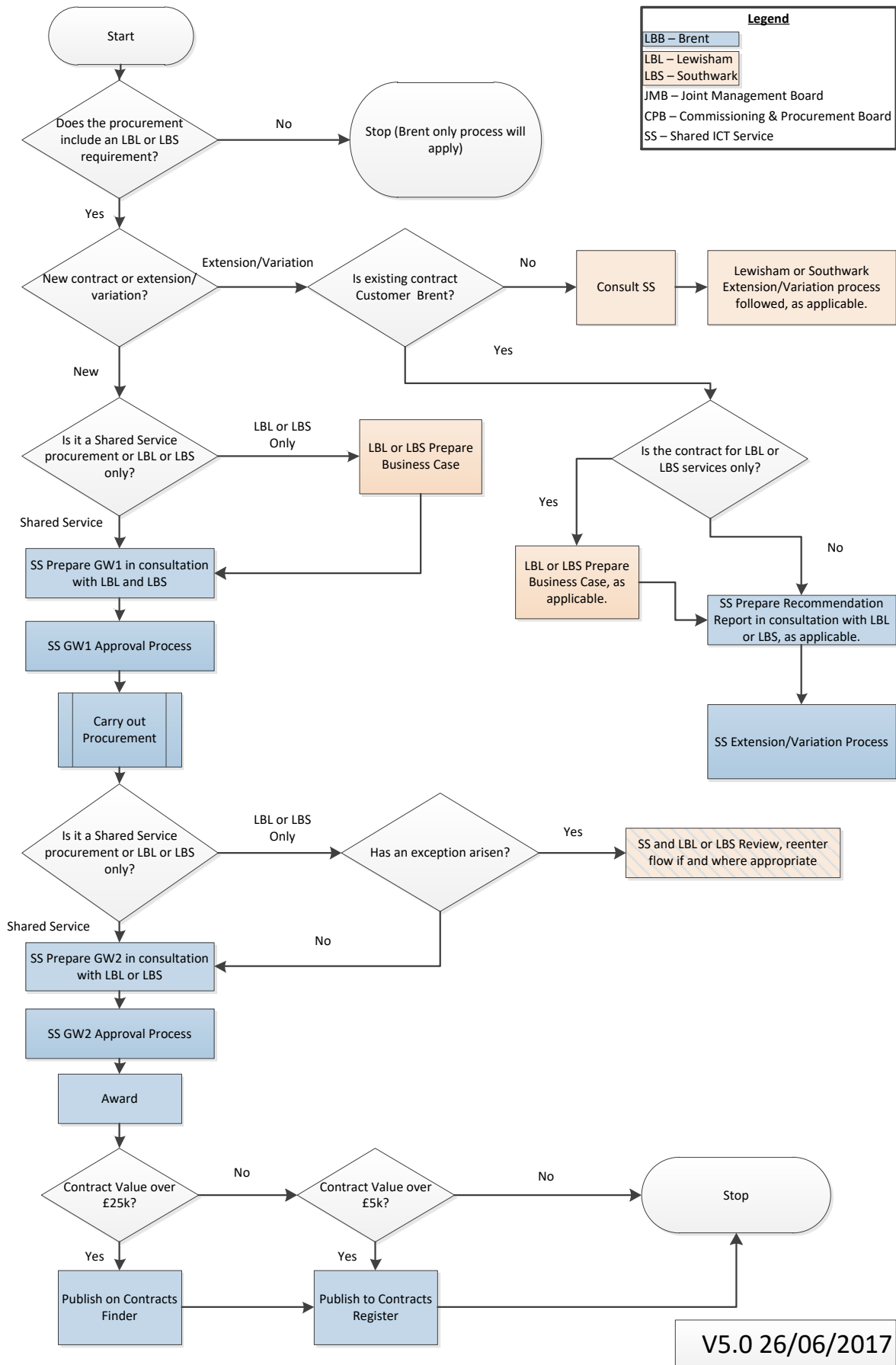
4. Shared Service Variation and Extension of Contracts Process

- 4.1 The flowchart "Shared Service Variation and Extension Process" summarises the process for variation or extension of Contracts held by Brent as part of Shared Technology Services. This includes variation or extension to Contracts transferred, assigned or novated to Brent from the other Councils for the purposes of Shared

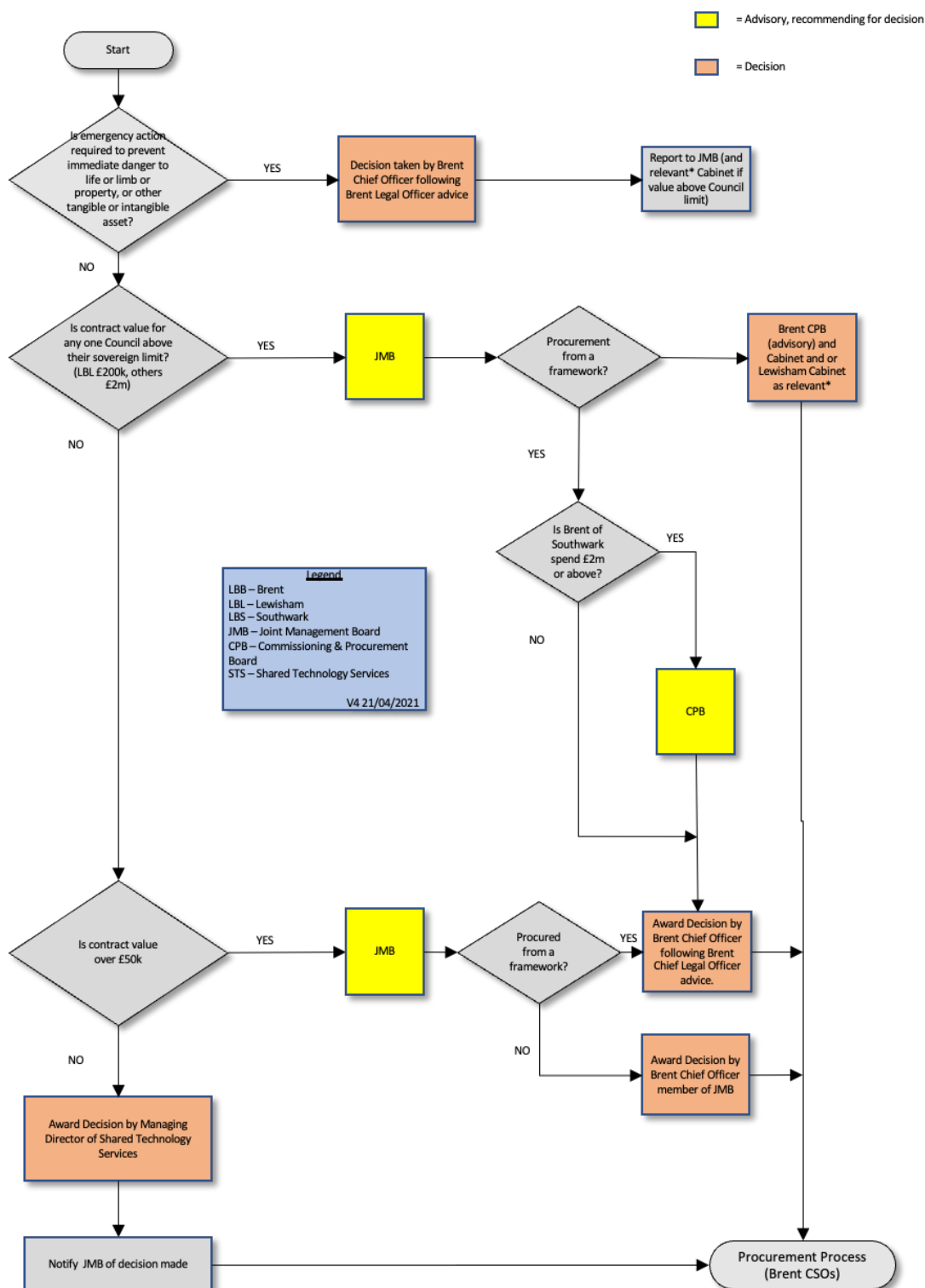
Technology Services, and changes to new Contracts placed in the name of Brent acting on behalf of the other Councils (as applicable).

- 4.2 Variation of Contracts held or placed in the name of Lewisham or Southwark Councils (rather than in Brent's name) shall be carried out in accordance with the processes and Contract Standing Order requirements of the relevant Council. It is anticipated that such cases shall be exceptional rather than the norm in operation of Shared Technology Services.

Shared Service Procurement Protocols



STS GATEWAY 1 PROCESS

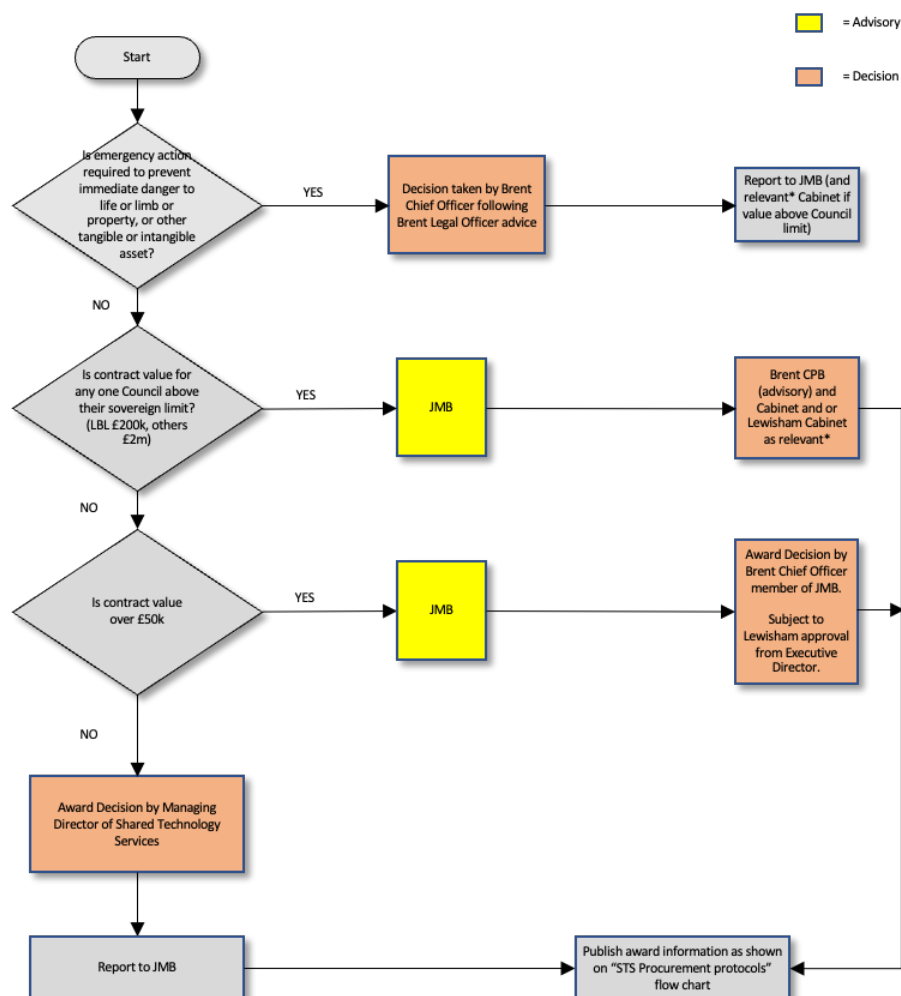


Note: Refer to Procurement Protocol (Schedule 9) for Key Decision requirements.

All proposed framework usage requires approval by both Chief Legal Officer and Chief Officer.

***"relevant" Cabinet means Lewisham Mayor and Cabinet (Contracts) if Lewisham spend is £200k or above. And Brent Cabinet if spend for Brent or Southwark is £2m or above.**

STS GATEWAY 2 PROCESS

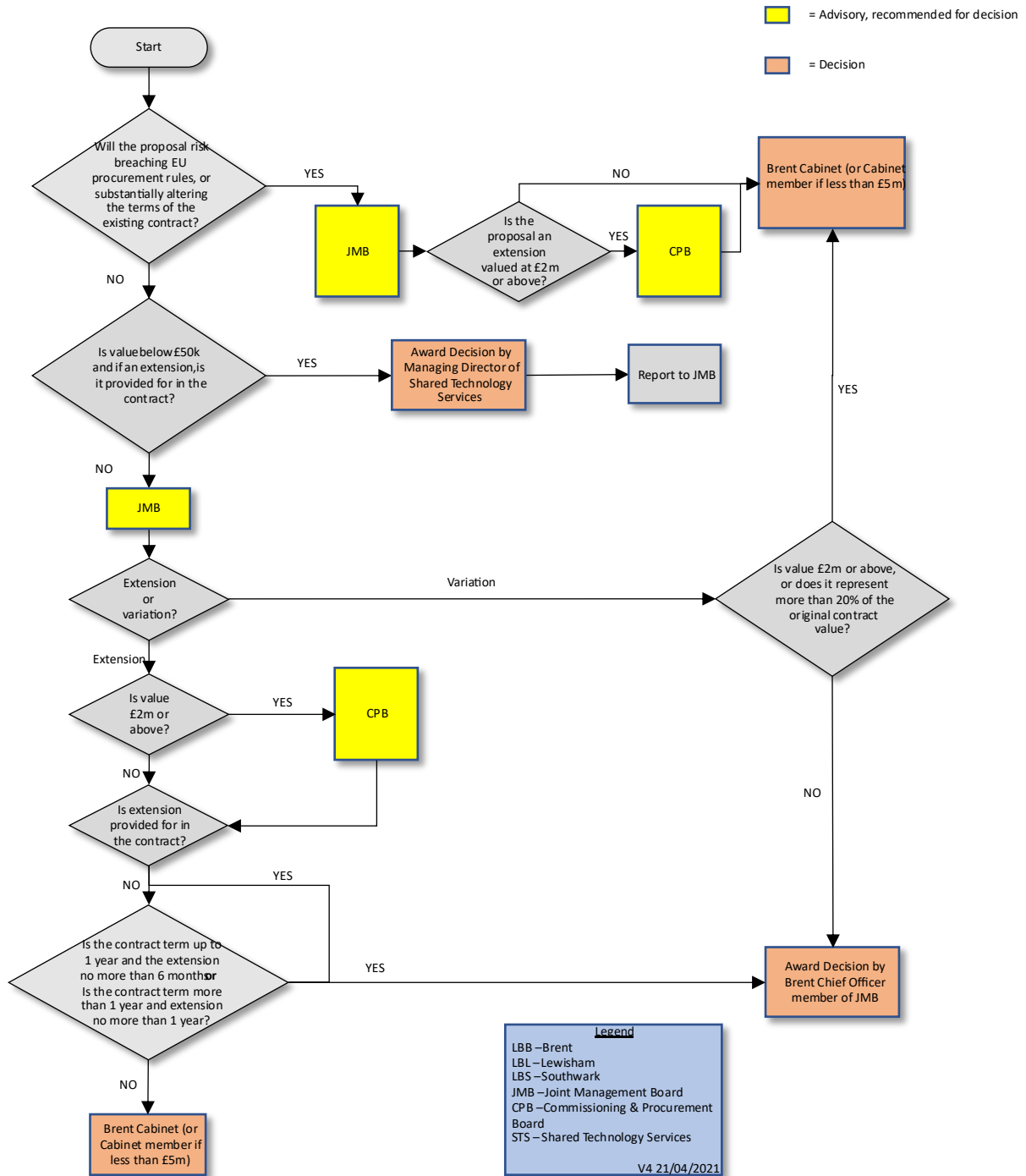


Legend
LBB – Brent
LBL – Lewisham
LBS – Southwark
JMB – Joint Management Board
CPB – Commissioning & Procurement Board
STS – Shared Technology Services
V4 21/04/2021

Note: Refer to Procurement Protocol (Schedule 9) for Key Decision requirements.

****"relevant" Cabinet means Lewisham Mayor and Cabinet (Contracts) if Lewisham spend is £200k or above. And Brent Cabinet if spend for Brent or Southwark is £2m or above.**

STS VARIATION AND EXTENSION PROCESS



**Note: Refer to Procurement Protocol (Schedule 9) for Key Decision requirements.
Award information to be published as shown on “STS Procurement Protocols” flowchart**

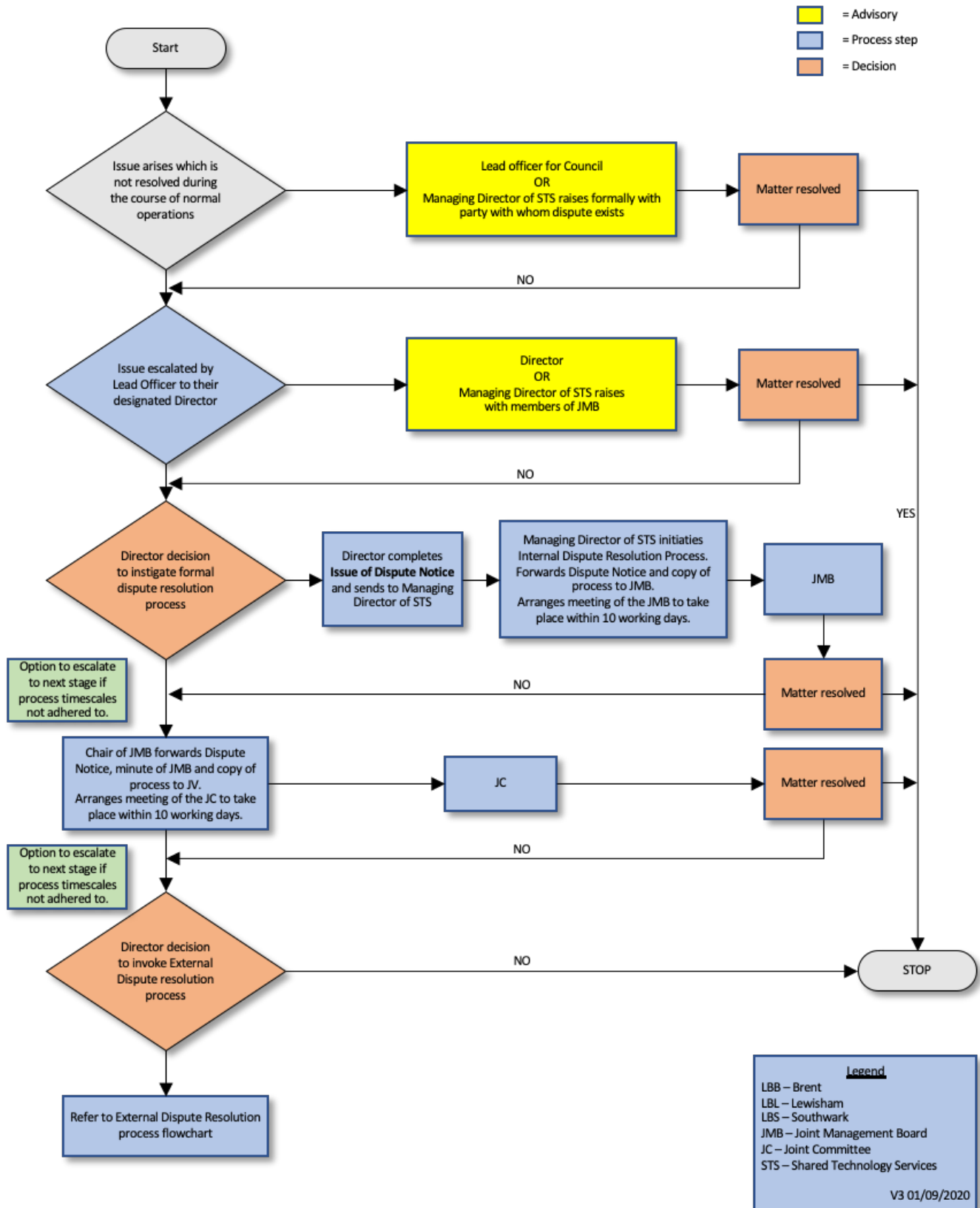
SCHEDULE 10

10a – INTERNAL DISPUTE RESOLUTION PROCESS

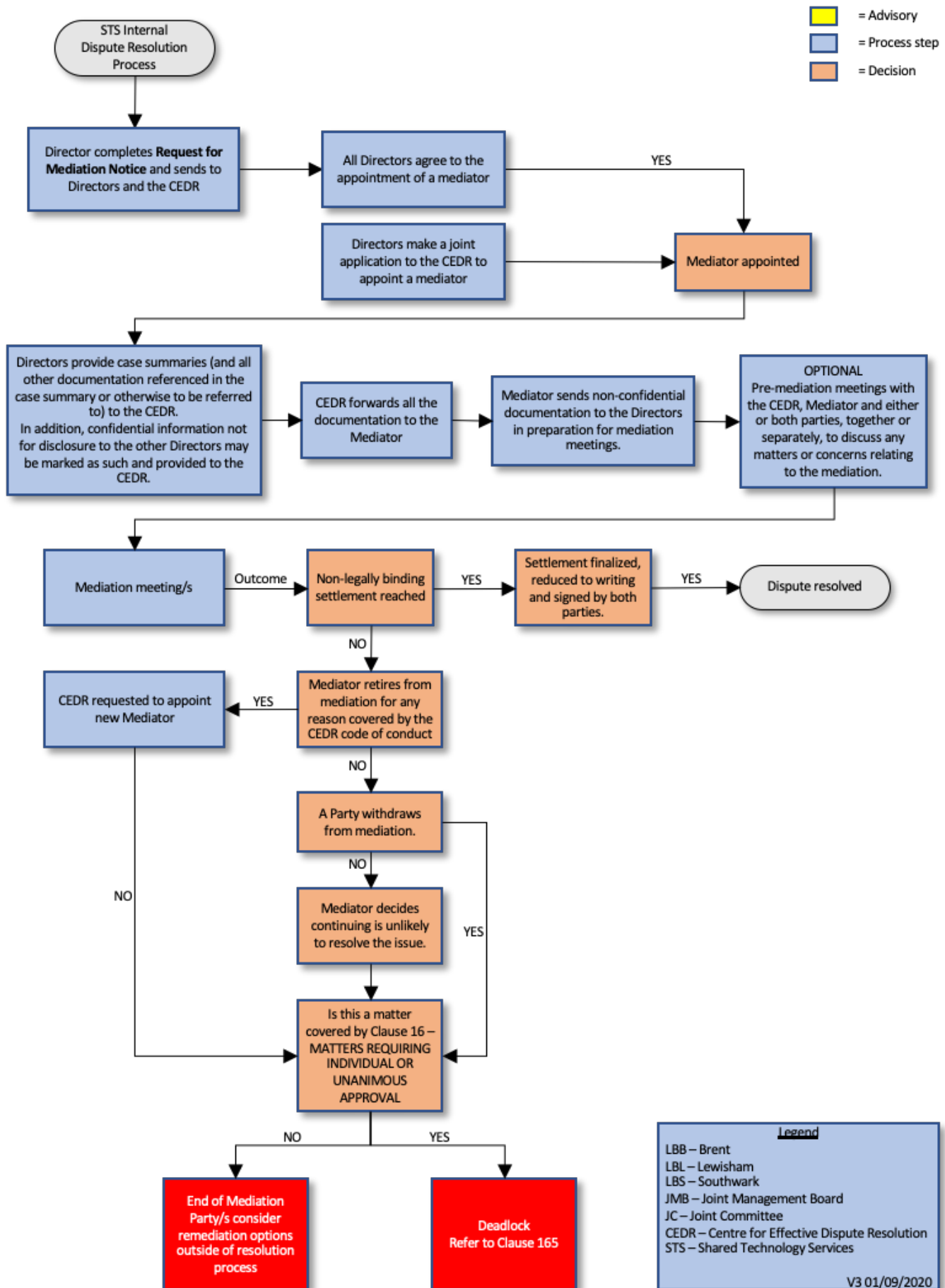
and

10b – EXTERNAL DISPUTE RESOLUTION PROCESS

STS INTERNAL DISPUTE RESOLUTION PROCESS



STS EXTERNAL DISPUTE RESOLUTION PROCESS



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SCHEDULE 11

INSURANCE LIABILITY SCENARIOS

Page 130

Claim	"local" Council staff	Shared Service staff	Rationale
Damage to buildings and contents (excluding ICT equipment).	Local Council claim where possible and cover residual liabilities (including excess).		Damage to buildings and general contents will be covered by Local Council as they hold the insurance.
Damage to locally owned Council equipment or property (not buildings)	Local Council claim where possible and cover residual liabilities (including excess).		Local Council employee causes damage to local equipment - is covered by local insurance or local risk. Where STS cause damage, they are acting as an in-house team so treated the same as if caused by local staff.
Damage to STS owned equipment.	LBB (STS) claim. Any residual liability is covered by the Council/s using the system/service affected.		Local Council employee causes damage to STS owned equipment is covered by STS insurance. Where claim not possible loss borne by affected Council/s Where STS cause damage, LBB(STS) claim with residual liability between the Council/s who use the system/service affected. note: LBB(STS) insure their (owned) equipment even where used at LBS or LBL locations.
Loss of data - accidental deletion by user or a failure to backup correctly	Loss is covered by the Council/s using the system/service affected.		We each individually cover loss caused by local staff. STS staff are essentially in-house team so cost is borne by the Council/s using the system/service affected.
Failure of equipment, etc which results in a loss of service to staff and/or public.	Loss is covered by the Council/s using the system/service affected.		STS staff are essentially in-house team so cost is borne by the Council/s using the system/service affected. Where the impact is local the affected Council bears the loss Where the impact is on shared systems or services we share cost in proportions set out in Schedule 8.
Failure of service following authorised work	Loss is covered by the Council/s using the system/service affected.		
Failure of service following unauthorised work	Loss is covered by the Council/s using the system/service affected.		
Failure of service as a result of negligence.	Loss is covered by the Council/s using the system/service affected.		

3rd party claims - such as IPR, licence infringement	Loss borne by Council/s using system/service	<p>Where the impact is local the affected Council bears the loss</p> <p>Where the impact is on shared systems or services we share cost in proportions set out in Schedule 8.</p>
Breach of intellectual property rights		
Breach of licence agreement		
Breach of procurement regulations		
Fines or other penalties arising from action or inaction ?		
Data Breach - ICO fine incurred	Each Council bears its own loss	<p>We each individually cover loss caused by local staff. STS staff work are essentially an in-house service so we bear loss caused by them.</p> <p>Note that a Council could be liable for BOTH the Data Controller and Data Processor fines.</p>
<p>* - Insured Status is either Insured (insured loss where level of claim is above excess level) OR uninsured (uninsured loss or insured but where claim is below excess level).</p> <p>STS - Shared Technology Services Staff</p>		

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