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Bwrdd Iechyd Prifysgol
Bae Abertawe
Swansea Bay University
Health Board

SERVICE LEVEL AGREEMENT

Date of Agreement:

1 October 2024

(1) Swansea Bay University Health Board (SBUHB)

(2) Neath Port Talbot Council (NPTC)

CONFIDENTIAL

Version Control

Version	Date of variation	Variation	Approved by	Date Approved

Local Authority Signature

Council:	Neath Port Talbot Council
Name of Authorised Signatory:	
Job Title:	
Signature:	
Date of Signature:	

Commissioner Signature


Health Board:	Swansea Bay University Health Board
Name of Authorised Signatory:	Jennifer Davies
Job Title:	Interim Executive Director of Public Health
Signature:	
Date of Signature:	03.10.2024

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Appendix 1 Template Information Sharing Protocol

THIS AGREEMENT is made between:

- (1) **Swansea Bay University Health Board** (“SBUHB/The Commissioner”) of Headquarters, 1 Talbot Gateway, Baglan Energy Park, Baglan, Port Talbot, SA12 7BR
- (2) **Neath Port Talbot Council** (“NPTC/the Local Authority”) of (address)

Also referred to in the singular as a “Party” and in the plural referred to as “the Parties”.

1. Interpretation

- (a) Unless expressly provided otherwise in this Agreement, a reference to legislation or a legislative provision:
 - (i) is a reference to it as amended, extended or re-enacted from time to time; and
 - (ii) shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- (b) Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (c) A reference to **writing** or **written** includes email.

2. Overview of Services

2.1 Purpose

The purpose of this Service Level Agreement (SLA) is to outline the arrangements in place for Swansea Bay University Health Board (SBUHB) to commission the Local Authority Neath Port Talbot Council (NPTC) to contribute to the delivery of Welsh Government health protection core principles in the geographical region covered by Swansea Bay University Health Board.

2.2 Commissioning Context

2.2.1. In June 2020, Swansea Council, Neath Port Talbot Council and Swansea Bay University Health Board set up the Test, Trace and Protect (TTP) Service on a regional approach to respond to the COVID-19 virus, funded by Welsh Government (WG). The TTP Service has seen many changes, adaptations and fluctuations to its workforce structure and delivery purpose since it was established and continued to evolve as it responded to the pandemic.

The publication of the Welsh Government, “Together for a safer future: Wales long-term COVID-19 transitions from pandemic to endemic” in March 2022, recognised the need to move beyond the emergency phase that we had been operating in, to one where we live with coronavirus just like many other infectious diseases.

2.2.2. Welsh Government commissioned an independent review of the health protection system in Wales in October 2022. The report was supplemented with an Implementation Plan that identifies the actions and initiatives that will help to deliver the overarching recommendations set out in the report. It includes the need to maintain core public health capacity in order to enable national and local preparedness to manage future threats and risks, especially in the immediate phase of an emergency. It also recommended that local Public Health and Public Protection teams continue to be strengthened with a clear description of their core roles and responsibilities.

2.2.3. Welsh Government has continued to provide funding to Health Boards in Wales to support the Public Health response including COVID-19 to develop capacity and capability to respond at a regional level. In February 2023 Welsh Government developed health protection core principles that outlined the expectations for integrated health protection teams to deliver. In January 2024, Welsh Government confirmed a recurrent discretionary funding allocation for each Health Board in Wales, to continue to support the delivery of these core principles. These core principles will underpin the Health Protection Framework that Welsh Government are currently developing and include:

- Working with local government partners to sustain agile, integrated teams who work on a health board footprint using an 'all-hazards' approach to support health protection measures and respond to future threats.
- Respond to outbreaks and wider threats using the agreed process outlined in the Communicable Disease Outbreak Control Plan for Wales, recognising that there will be peaks of activity through the year according to national and regional demand.
- Respond and deliver on our national approach for respiratory viruses for winter and increases in COVID-19 cases throughout the year.
- Have preparedness plans in place to scale up in the event of a threat and future pandemic scenario, within the context of a national framework.
- Deliver on the National Immunisation Framework for Wales and ensure a high take up of vaccination across our programmes, including by ensuring equitable access to and opportunity for vaccination.
- Deliver a sustained increase in the provision of prevention, testing and treatment to meet the World Health Organisation's 2030 global disease elimination targets which include TB, Hepatitis B and C (by progressing actions identified in WHC/2003/001 and your Joint Recovery Plans developed in 2023) and HIV (by progressing actions in the HIV Action Plan).
- Undertake wider health protection work delivering a local approach under national frameworks and guidance. For example, to support those seeking refuge in Wales, support messaging in schools, provide support to care homes etc.
- Work together locally and nationally to support and deliver work to address equity of access and opportunity.

2.2.4. The purpose of this SLA is to secure formal arrangements for the delivery of the Welsh Government core principles for health protection including out-of-hours provision to ensure a sustainable workforce that is resilient to prepare and respond to health protection matters across the geographical region covered by Swansea Bay University Health Board.

3. Service Aims and Objectives

3.1 The aim of the Service is to:

Deliver an effective, integrated, sustainable health protection partnership for our local population, which adds value, that is able to prevent, treat, and mitigate risk associated with an all-hazards approach.

3.2 Objectives of the Service:

- 3.2.1 To contribute to the delivery of the Welsh Government Health Protection Core Principles consistently across the Swansea Bay region, meeting relevant requirements of the National Health Protection Framework (when published).
- 3.2.2 To enable a resilient response to regional health protection priorities.
- 3.2.3 To provide a regional (Swansea Bay) out-of-hours telephone response Service where the application of Local Authority health protection regulatory responsibilities (under the provisions of the Control of Disease Act 1984 and associated Regulations) is required out of office hours. In addition, but outside the scope of this SLA, the LA must manage their wider responsibilities in line with the Communicable Disease Outbreak Control Plan for Wales.
- 3.2.4 To contribute to an integrated, multi-agency health protection partnership that informs the development and review of the regional priorities and workplans which is influenced by the local, regional, and national intelligence that meets the health and wellbeing needs of our local communities.
- 3.2.5 To provide a more resilient health protection Local Authority Service across Swansea Bay by sharing the Local Authority resource across the Health Board footprint. This process will require appropriate authorisation across both NPTC and SC.

3.3 Out of scope

This Agreement does not provide for:

- 3.3.1 the funding of a stand-alone team to deliver the core health protection Local Authority functions.
- 3.3.2 the delivery of Local Authority core functions such as inspections and audits in line with Food Standards Agency Framework Agreement and similar inspection programmes within the function of Public Protection.
- 3.3.3 the delivery of Public Health Wales core functions. The roles and responsibilities of the health protection partners are currently under review as part of Welsh Government development of a National Health Protection Framework.

Nothing in this Agreement will interfere with the Local Authority's legal duties and responsibilities to respond and support outbreak control measures as required of them by legislation and the Communicable Disease Outbreak Control Plan for Wales.

4. Service Description

Roles and responsibilities

4.1 Commissioner (SBUHB, Public Health)

As outlined in the Communicable Disease Outbreak Control Plan for Wales, SBUHB is responsible for the health of the population in its area and for commissioning and providing health services in its geographical area. The functions of local health boards in Wales are outlined in the Schedule to the Local Health Boards (Directed Functions) (Wales) Regulations 2009. This includes planning, providing services or facilities for the improvement of population health and health care and the prevention of illness, the care of persons suffering from illness and the aftercare of persons who have suffered from illness, providing other services or facilities required for the diagnosis and treatment of illness and, also relevant for the purposes of health protection.

- Ensure there are robust plans in place and work with stakeholders to monitor and evaluate Service delivery.
- Co-ordinate, prepare and submit any monitoring reports (including financial) to Welsh Government on behalf of the integrated HP Partnership in Swansea Bay.
- Evaluate and monitor finance and performance, to reflect service delivery and ensure the population of Swansea Bay are treated fairly and equitably in terms of effort, activity and resources.
- Provide support to projects in maintaining their delivery requirements.
- Lead monthly meetings with the Lead Officers of NPT & Swansea Councils to agree workplans, review progress, identify risks and challenges in operational service delivery and direct cross authority workforce cover.
- Facilitate communication between the Local Authorities, Welsh Government and other partners as required.

4.2 Local Authority (Neath Port Talbot Council)

- Ensure any workforce funded as part of this Agreement is capable of delivering health protection priorities in accordance with job description/person specification.
 - Deliver a consistent approach across the SBUHB region in collaboration with each other.
- (a) Service times:
Monday – Thursday 9am-5pm
Friday – 9am – 4.30pm
- (b) Out of Hours Emergency Health Protection Service: (in line with 3. Service Aims and Objective (iii))
Monday – Thursday 5pm – 9pm
Friday - 4.30pm - 9pm
Weekend & Bank Holidays 9am - 9pm
- Provide **additional** health protection capacity and resilience within the public protection function to respond to outbreaks and wider threats across Swansea Bay (including Neath Port Talbot and Swansea Council areas). This Agreement does not provide for the core delivery of the health protection duties and responsibilities of the Local Authority.
 - Manage all operational aspects of the Service including employees. Should an employee provide support to another LA / organisation, the employee will still follow the policies of their employer organisation.
 - Align the Service delivery to the vision of the SBUHB health protection priorities as agreed by the appropriate multi-agency strategic oversight group (currently referred to as the Swansea Bay Health Protection Forum). Pre-requisites of our health protection partnership will be detailed in the Swansea Bay Health Protection Annual Plan. (TBC)
 - Ensure any employee contracts funded as part of this Agreement are in line with the Council's HR policies and standard workforce contracts.

- The Local Authority must have a clear governance structure that ensures that anyone engaged in the delivery of the Service is always adequately supervised and able to adequately perform their duties in accordance with this Agreement.
- Ensure staff employed are medically fit, are competent and able to carry out their specific responsibilities and duties, have the appropriate skills, experience and are trained in their profession and vocation, or in the case of trainees are properly supervised.
- Ensure workforce competencies and skills are maintained and developed in health protection and other relevant functions including continuous professional development requirements and opportunities; mandatory and statutory training.
 - Have management information systems in place to
 - Record delivery and performance
 - Produce data for use in local and national reporting
- Provide data, workforce structures and monitoring information as requested by Welsh Government. Any additional data, workforce, and monitoring information required is to be agreed by the Swansea Bay Health Protection Forum.

4.3 Local Authority - Lead Officer role

Provide a Lead Officer in accordance with The Communicable Disease Outbreak Control Plan for Wales and all such persons to participate in and complete the Wales Lead Officer training programme.

Provide expert advice, training and development to Local Authority colleagues on health protection matters including the use of health protection databases such as Tarian.

Build and develop effective stakeholder relationships internally within the Local Authority and with external partners including the SBUHB Public Health team, ensuring an all-hazards approach is provided.

This SLA, provides for the funding of the Lead Officer for Communicable Disease function to allow greater capacity in the core Local Authority workforce to deliver health protection functions. Additional funding for this role will develop resilience and maintain health protection competencies in the wider core Local Authority workforce.

Lead Officer to maintain competency in food hygiene inspections in accordance with the Food Standards Agency Code of Practice.

4.4 Local Authority - Other Health Protection roles

NPT Council to develop suitable roles to support the delivery of this Agreement.

4.5 Applicable National & Regional Service Standards

- Welsh Government policies, frameworks, strategies and guidance
- Communicable Disease Expert Panel Competency framework for Officers carrying out Infectious Disease Investigations
- Swansea Bay specific operational plans
- Swansea Bay Health Protection Annual Plan

4.6 Service Key Deliverables

If not clearly stated here, all key deliverables will be agreed at either:

- a. The appropriate multi-agency strategic oversight group (currently referred to as the Swansea Bay Health Protection Forum), which the LA will be a member of; or,

- b. An Outbreak Control Team / Incident Management Team convened under the auspices of The Communicable Disease Outbreak Plan for Wales.
- c. The SLA annual review between the Commissioner and the Local Authority.

Following the appropriate review, should any key deliverables change, (e.g. as a result of a change in Welsh Government policy or guidance), the relevant KPI's in Section 5 will be amended, by mutual agreement, to reflect the change in the Service deliverables.

No.	Key deliverable	WG Core principle
1	Provide a 7-day Swansea Bay regional OOH response to ensure appropriate health protection legislative powers (in line with 3. Service Aims and Objective (iii), can be used where required, taking an all-hazards approach.	Respond to outbreaks and wider threats using the agreed process outlined in the Communicable Disease Outbreak Control Plan for Wales.
2	Attendance and participation in Outbreak Control Team and Incident Management Team (where invited) by Local Authority Core members (Lead Officer & DPP) or nominated deputies unless agreed by the OCT/IMT chair.	Respond to outbreaks and wider threats using the agreed process outlined in the Communicable Disease Outbreak Control Plan for Wales.
3	Investigate and manage cases and outbreaks of COVID-19 in vulnerable community settings. Work with the Health Board and Public Health Wales to provide IP&C support to closed settings e.g. care homes in accordance with priorities agreed between SBUHB and the Local Authority at the Swansea Bay Health Protection Forum.	Respond and deliver on our national approach for respiratory viruses.
4	Assist partners to support testing, sampling, or screening including transport of clinical / environmental samples across the Swansea Bay region as agreed by the Swansea Bay Health Protection Forum.	Integrated teams working on a health board footprint using an 'all-hazards' approach to support health protection measures and respond to future threats.
5	Collaborative working with other Local Authority services who support at risk/vulnerable populations e.g. Homelessness, housing, education and refugee co-ordinators. Signpost Health Protection messaging for BBV & TB e.g. access to test and treat. Support case investigations based on Officer competence, work prioritisation and resource capacity.	BBV & TB Elimination.
6	Contribute to the Immunisation agenda in the region, attending meetings when required.	National Immunisation Framework. Address equity of access and opportunity.
7	Lead, organise and participate in events to engage and promote health protection messages and develop networks.	Wider health protection work.
8	Develop and/or contribute to workplans and project scopes in conjunction with SBUHB.	Wider health protection work. Address equity of access and opportunity.
9	Provide a flexible workforce to support Health Protection functions across the region, to deliver the key health protection priorities and project work agreed jointly between SBUHB and the Local Authority.	Wider health protection work.

5. Outcomes and Key Performance Indicators (KPI's)

Outcome measures and Key Performance Indicators will be included in any review outlined in section 6. This will be to ensure they remain relevant to the priorities in Swansea Bay as agreed by the Health Protection Forum.

Reporting Requirements

KPI Ref.	Key Performance Indicators	Method of Measurement	Target	Frequency of Reporting
LAS1	When requested by SBUHB or Public Health Wales - between 9am and 9pm, seven days a week: provide advice, implement, and deliver on health protection related legal aspects within the Swansea Bay UHB area. As explained in 3.3.3.	Annual test of response out of hours if not activated by a real-life situation.	Respond within 4 hours of call being made to Local Authority contact point.	Annually
LAS2	Percentage of IMT/OCT attended (by invitation) by Local Authority Core members as required by the Communicable Disease Outbreak Plan for Wales.	Minutes of OCT/IMT meetings.	100%.	Annually
LAS3	Demand – No. of COVID outbreaks supported.	Tarian.	Respond to Outbreaks of COVID in line with National guidance.	Monthly
LAS4	Number of COVID enquiries received and responded to.	Tarian or other Local Authority information management system. Reviewed at Monthly SBUHB and Lead Officer meetings.	90% of all COVID enquiries received by Local Authority responded to within 1 working day.	Monthly
LAS5	Undertake sampling / testing / screening as agreed by the Swansea Bay Health Protection Forum or an Outbreak Control Team / Incident Management Team that the Local Authority is a member of.	Monitoring of quarterly returns to Welsh Government.	Not specified.	Quarterly
LAS6	Contribute to the development of workplans to deliver WG/Regional HP priorities.	Attendance and contribution at SBHPF by Local Authority Public Protection representative. Attendance and contribution at other meetings as appropriate. Contribution and completion of workplans.	90%	At least quarterly

KPI Ref.	Key Performance Indicators	Method of Measurement	Target	Frequency of Reporting
LAS7	Devise or contribute and deliver a minimum of 3 health protection projects per year focused on protecting the most vulnerable, in collaboration with SBUHB.	Write 3 project plans agreed by the Health Protection Forum. Progress monitored at monthly meetings.	3 health protection project plans written and delivered.	Annually
LAS8	Provide information to the Commissioner to report performance activity and outputs, workforce structures to inform SBU Management; quarterly returns to Welsh Government, and any other request be agreed by the Swansea Bay Health Protection Forum within the scope of this Agreement.	Receipt by SBUHB of the required written data and information by: 31 July (for quarter 1 activity); 31 October (for quarter 2 activity); 31 January (for quarter 3 activity); and 30 April (for quarter 4 activity) or alternative date if requested by SBUHB or Welsh Government.	Returns received by relevant date.	Quarterly
LAS9	Submission of a monthly invoice not exceeding a cumulative maximum annual value of the Agreement during the financial year.	Submit invoice monthly to SBUHB Finance department.	Invoice received by end of each financial month end.	Monthly
LA10	Ensure appropriate schemes of delegation and job descriptions are in place to meet local authority obligations relating to the Communicable Disease Outbreak Plan for Wales and health protection related legislation. This will include: Director of Public Protection, Lead Officer for Communicable Diseases, Proper Officers and Port Medical / Port Health Officers.	Confirm arrangements are in place during annual planning and priority setting.	Standard Operating Procedure or other method in place to clearly set out primary and delegated responsibilities of clearly identified individuals / post.	Annually

6. Duration of Agreement

- 6.1 This Agreement will commence on 1st October 2024 and shall continue indefinitely unless terminated in accordance with this Agreement.
- 6.2 This Agreement will be reviewed in March 2025 between all Parties and revised to reflect ongoing contractual need by the Authorised Signatories or delegated Officer. Any reviews thereafter will be annually or a frequency agreed by both Parties.
- 6.3 Version control of this Agreement will be updated following any review period indicating any alterations made for ease of audit. Additional supporting information will be included as annexes where required.

7. Monitoring and Governance

- 7.1 The day-to-day operation of this Agreement shall be dealt with on behalf of each party by the following officers and/or their nominated representatives: -
- Swansea Bay University Health Board: Jennifer Davies – Interim Executive Director of Public Health
- Neath Port Talbot Council: Ceri Morris - Head of Planning and Public Protection
- 7.2 The Commissioner and Local Authority will provide data and monitoring information as requested by Welsh Government. Any additional data and monitoring information required to be agreed by the Swansea Bay Health Protection Forum.
- 7.3 The Local Authority and the Commissioner will agree a joint reporting and performance management framework and a process that captures progress and learning; helps to highlight challenges and future key deliverables; and meets the health protection core principles as agreed through the Swansea Bay Health Protection Forum. The accountability, reporting and performance management arrangements, including KPI's, will be compliant with each organisation's governance provision.
- 7.4 The arrangements will initially be reviewed in March 2025 as part of the Annual SLA review. At that time, the timings of ongoing reviews will be agreed between both the Commissioner and the Local Authority.
- 7.5 The Local Authority to submit a monthly financial invoice to SBUHB by the end of each month for the monthly proportion of the agreed annual budget allocation. Future arrangements to be reviewed in March 2025.
- 7.6 Actual expenditure records must be kept by the Local Authority in line with the Council's own financial guidelines and for audit purposes, to evidence effective financial management of the delivery of the aims and objectives in line with the key Service deliverables.

8. Data Protection

All Parties must ensure they comply with the requirements of the Data Protection Legislation and the Parties will have appropriate technical and organisational measures in place to prevent unauthorised or unlawful processing of personal information and to prevent accidental loss, destruction, or damage to any personal information they hold or process. This applies to both manual and computerised records and includes having robust back-up arrangements for data and secure storage for records.

9. Information Sharing

- 9.1 In the event it is necessary for SBUHB to share Personal Data relating to its patients/staff with the Local Authority, the Local Authority will process this information for their own purposes and make independent decisions on why and how the information is processed.
- 9.2 Where it is necessary for Personal Data to be shared from SBUHB to the Local Authority, any sharing must be done via Cyber Security and Information Governance approved mechanisms. Each organisation would then be acting as an independent Data Controller. In instances where regular ongoing sharing occurs, then an Information Sharing Protocol will be implemented. This is annexed at appendix 1.
- 9.3 By agreeing this SLA (Service Level Agreement) it assures SBUHB that NPTC are committed to remain compliant with the terms outlined within any Information Sharing Protocol's (annexed at Appendix 1) developed.

10. Subcontracting Arrangements

- 10.1 The Local Authority must comply with The Public Contracts Regulations 2015 (as may be amended) if they engage contractors outside of the Local Authority.
- 10.2 All sub-contractors must comply with the above requirements. It is the Local Authority's responsibility to ensure that all sub-contractors have in place appropriate policies or follow those of the Local Authority for the duration of their work on this Agreement.

11. Freedom of information

- 11.1 Each party is a public body and acknowledges that each party is subject to the requirements of the FOIA and the EIRs. Each party shall:
- 11.2 provide all necessary assistance and cooperation as reasonably requested by the other party to enable it to comply with its obligations under the FOIA and EIRs;
- 11.3 transfer to the other party all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
- 11.4 provide the other party with a copy of all Information belonging to the other party requested in the Request for Information which is in its possession or control in the form that the other party requires within 5 Working Days (or such other period as the other party may reasonably specify) of other party's request for such Information; and not respond directly to a Request for Information unless authorised in writing to do so by the other party.
- 11.5 Each party acknowledges that the other party may be required under the FOIA and EIRs to disclose Information (including commercially sensitive information) without consulting or obtaining consent from the other party. Each party shall take reasonable steps to notify the other party of a Request for Information (in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) each party shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information or any other information is exempt from disclosure in accordance with the FOIA or the EIRs.

12. Financial Value of Arrangement

12.1 The total value of the Agreement for the period 1 October 2024 to 31 March 2025 is:
£95,325 – NPT Council

12.2 Payment will be made monthly (equal portions) following submission by the Local Authority of a monthly financial invoice to SBUHB at each month end.

12.3 Confirmation of the maximum annual budget will be made annually via letter from the Commissioner to the Local Authority.

12.4 The allocation includes an element of funding to cover on costs and support for mileage/transport costs, training, senior management support, digital support for the delivery of this Agreement.

12.5 The Commissioner will pass on the NHS national inflation uplift to the total financial value of the annual Agreement from 2025/26 onwards. (For illustrative purposes the NHS national inflation uplift for 2024/25 is 3.67%)

12.6 Local Authority Salary inflation rates will not be applied to the value of this Agreement.

12.7 No funding can be carried forward to the following financial year.

12.8 The approved budget is the maximum allocation. It will be the responsibility of the Local Authority to fund any unauthorised overspend and/or expenditure on ineligible/non-approved items.

13. Escalation

Dispute resolution

13.1 If the Commissioner or Local Authority has any issues, concerns or complaints about the Agreement, or any matter in this Agreement, that Party shall notify the other Party to which the issue, concern, complaint or matter has been directed. Both Parties shall attempt in good faith to resolve any such issue, concern, complaint or matter. Where possible dispute resolution shall be managed by the Executive Director of Public Health and the Director of Public Protection for the Local Authority.

13.2 If the Parties are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the Parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator shall be nominated by CEDR. To initiate the mediation, a Party must serve notice in writing (ADR notice) to the other Party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than 28 days after the date of the ADR notice.

14. Notifiable events

14.1 All parties will need to ensure that any notifiable events (“Notification Event”) are reported in writing to the other relevant party in a timely manner, i.e. within 2 weeks of the event occurrence. This includes, but is not exclusive to the following:

- There is any change, whether permanent or temporary in the workforce which may affect the Local Authority’s ability to deliver this Agreement.
- The funding, in full or in part, is not being used for the agreed purpose in line with the key deliverables.

- Where one or more KPI's show a significant decline or non-compliance.
- There is limited progress towards completing the key deliverables, including meeting the targets.
- Any issues that may affect the delivery of this Agreement.

14.2 The Commissioner will:

- Support the Local Authority in finding resolutions in relation to the Notification Event.
- Expect all parties to support each other to find a resolution to a Notification Event.
- Reserve the right to notify the Local Authority where it believes a Notification Event has occurred or is likely to occur.
- Review the notification event and work with the Local Authority to consider and agree the best course of action.
- May require the Local Authority to draw up an Improvement Plan in consultation with the Commissioner. This will include remedial actions, together with agreed targets and timescales. The agreed timescale for the operation of the Improvement Plan shall be no longer than 6 months.

15. Termination of Agreement

15.1 Either Party may give 12 months' notice in writing to terminate this Agreement where the other Party is failing to carry out its obligations under this Agreement.

15.2 The Parties may at any time terminate this Agreement by mutual consent by one Party giving the other Party not less than 12 months' written notice.

15.3 If the performance of the Local Authority does not meet the targets in the Improvement Plan within the agreed timescale, or the Notification Event is significant and outside the scope of an Improvement Plan, the Commissioner reserves the right to:

- withdraw the award of funding; and/or
- Suspend or cease all further payment of funding; and/or
- Make all further payments of funding subject to such conditions as it may specify.

16. Force majeure

Neither Party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

17. Assignment and other dealings

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

18. Confidentiality

18.1 Each Party undertakes that it shall not at any time during the Agreement, and for a period of one year after termination or expiry of the Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group to which the other party belongs, except as permitted by clause 18. For the purposes of this clause 18, **group** means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.

18.2 Each Party may disclose the other party's confidential information:

18.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Agreement. Each Party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 18.2; and

18.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

18.3 Neither Party shall use any other Party's confidential information for any purpose other than to perform its obligations under the Agreement.

19. Entire agreement

19.1 The Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

19.2 Each Party acknowledges that in entering into the Agreement it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Agreement.

20. Variation

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

21. Waiver

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

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

22. Severance

If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 22 shall not affect the validity and enforceability of the rest of the Agreement.

23. Notices

23.1 Any notice or other communication given to a Party under or in connection with the Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

23.2 Any notice or communication shall be deemed to have been received:

- 23.2.1 if delivered by hand, at the time the notice is left at the proper address;
- 23.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
- 23.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 23.2.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

23.3 This clause 23 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

24. Third party rights

24.1 The Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

24.2 The rights of the Parties to rescind or vary the Agreement are not subject to the consent of any other person.

25. No partnership or agency

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.

26. Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement but all the counterparts shall together constitute the same Agreement. No Agreement shall be effective until each Party has executed at least one counterpart.

27. Rights and remedies

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

28. Governing law

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

29. Jurisdiction

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

30. Service Key Contacts

Swansea Bay University Health Board

Name	Title	Tel. No.	E-mail
Jennifer Davies	Interim Executive Director of Public Health		Jennifer.Davies10@wales.nhs.uk
Sion Lingard	Consultant in Health Protection		Sion.Lingard2@wales.nhs.uk
Rebecca Davies	Regional Health Protection Manager	N/A	Rebecca.Davies42@wales.nhs.uk

Neath Port Talbot

Name	Title	Tel. No.	E-mail
Ceri Morris	Head of Planning and Public Protection		c.morris1@npt.gov.uk
Mark Thomas	Trading Standards, Food and Health Protection Manager		m.thomas2@npt.gov.uk
Huw Jones	Food and Health Protection Team Leader		h.jones1@npt.gov.uk

Appendix 1 – Template Information Sharing Protocol



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