

DATED

2017

(1) NEATH PORT TALBOT COUNTY BOROUGH COUNCIL

(2) THE CITY AND COUNTY OF SWANSEA

(3) BRIDGEND COUNTY BOROUGH COUNCIL

**AGREEMENT IN RELATION TO THE MULTI AGENCY PLACEMENT SUPPORT
SERVICE**

THIS AGREEMENT is made the

day of

2017

BETWEEN

(1) NEATH PORT TALBOT COUNTY BOROUGH COUNCIL of Civic Centre, Port Talbot, SA13 1PJ

(2) THE CITY AND THE COUNTY OF SWANSEA of Civic Centre, Oystermouth Road, Swansea, SA1 3SN

(3) BRIDGEND COUNTY BOROUGH COUNCIL of Civic Offices Angel Street Bridgend CF31 4WB

(collectively referred to as “the Beneficiaries”)

WHEREAS

(A) MAPSS is a multi-disciplinary team that aims to help children with, or at risk of, mental illness and emotional and behavioural difficulties by providing specialist placement support

(B) The parties to this Agreement have been successful in obtaining funding from the Welsh Government Integrated Care Fund for the purpose of the Services by way of funding dated April 2017 (“the Grant”)

(C) Under this Agreement Neath Port Talbot County Borough Council will act as the Lead Beneficiary for the purpose of the Services and shall accept the Grant on behalf of the parties to this Agreement.

IT IS HEREBY AGREED as follows

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

Agreement	means this Agreement the date above written.
Beneficiaries or Beneficiary	means all the local authorities listed as parties to this Agreement being Neath Port Talbot County Borough Council, The City and the County of Swansea and Bridgend County Borough Council
CAMHS	means Child and Adolescent Mental Health Services
Claim Deadline	means the date to submit the Claim to the Lead Beneficiary.
Claim Form	means a summary of costs at the level of the sub-category of expenditure which is supported by a list of individual payments and receipts (transaction list), together with a progress report.

Claim Period	means the timescale covered by expenditure, which shall usually be (but not limited to) a three month period.
Claims	means the Service(s) expenditure submission made to the Lead Beneficiary by Joint Beneficiary.
Data	shall have the same meaning as set out in the Data Protection Act 1998
Data Controller	shall have the same meaning as set out in the Data Protection Act 1998
Data Processor	shall have the same meaning as set out in the Data Protection Act 1998.
Data Protection Legislation	the Data Protection Act 1998, 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 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.
Data Subject	shall have the same meaning as set out in the Data Protection Act 1998
Default Notice	means a notice served by the Lead Beneficiary on behalf of the MAPSS Steering Group in accordance with Clause 11.
Financial Conditions	means the conditions relating to the payment of the Grant as included in Schedule 3
Funding Guidance	means the funding guidance annexed at Schedule 1 of this Agreement
Grant	means the funding payable by the Welsh Ministers in respect of the Service in accordance with the Funding Guidance
Intellectual Property	means copyright and neighbouring and related rights, patents, rights in invention, trade names, design rights, semiconductor chip topography rights, mask works, utility models, rights in computer software, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered.
Joint Beneficiary	means the City and the County of Swansea and Bridgend County Borough Council
Lead Beneficiary	means Neath Port Talbot County Borough Council.
Looked After Child	means the legal status of a child or young person looked after by a local authority under Part 6 of the Social Services and Wellbeing (Wales) Act 2014
MAPSS	means the Multi Agency Partnership Support Service

	established by this Agreement
MAPSS Regional Managers Group	means the group constituted by officers of each of the Beneficiaries to provide day to day management for the Service in accordance with the Terms of Reference agreed by the Beneficiaries.
MAPSS Steering Group	means the group constituted by officers of each of the Beneficiaries to provide strategic management for the Service in accordance with the Terms of Reference agreed by the Beneficiaries.
Non-Compliance	means failing to comply with any part of this Agreement.
Operative Date	means April 1 st 2017
Partner Representative	means those officers so nominated by the Beneficiaries to sit on the MAPSS Steering Group. or the MAPSS Regional Managers Group
Payment	means the amount of Grant to be paid to joint beneficiaries.
Personal Data	means the definition of Personal Data in the Data Protection Act 1998.
Process	has the meaning given to it under the Data Protection Legislation but, for the purposes of this Agreement, it shall include both manual and automatic processing
Service Users	means a child or young person referred into MAPSS by either City and County of Swansea, Bridgend County Borough Council and/or Neath Port Talbot County Borough Council
Service(s)	means the MAPSS programme which is the subject of the Grant the details of which are set out in Schedule 2
Staff	means all Beneficiary personnel involved in the Service.
Third Party	means an individual or organisation other than a Beneficiary
Term	means the period more particularly described in Clause 14.
Termination Date	means the expiry of the Term or where this Agreement terminated in accordance with the provisions of clause 13.
Terms of Reference	means the terms of reference of the MAPSS Steering Group as more particularly described in Schedule 4 or the terms of reference of the MAPSS Regional Managers Group as more particularly described in Schedule 5 (as relevant)
VAT	means Value Added Tax.
Welsh Government	means the Welsh Government of Cathays Park, Cardiff, CF10 3NQ.
Welsh Ministers	means the Welsh Ministers appointed under Section 48 and the First Minister appointed under Section 46 of the Government of Wales Act 2006.
Working Day	means any day other than a Saturday, Sunday or public or bank holiday in Wales.

1.3 Clause headings in this Agreement are for convenience only and shall have no contractual effect.

- 1.4 Any reference to a Clause is a reference to a Clause of this Agreement.
- 1.5 Words importing one gender shall include the other genders and words importing the singular include the plural and vice versa.
- 1.6 Reference to “individual” or “person” shall include bodies corporate, unincorporated associations and partnerships.
- 1.7 Any reference to any enactment or statutory instrument shall be deemed to include reference to such enactment or statutory instrument as re-enacted amended or extended.
- 1.8 An obligation not to do, or omit to do, something shall be deemed to include an obligation not to permit or (so far as is reasonably practicable) suffer that thing to be done, or omitted to be done.

2 WORKING ARRANGEMENTS

- 2.1 This Agreement is entered into by the Beneficiaries on a basis of co-operation and good faith.
- 2.2 Signature of this Agreement by the Beneficiaries includes agreement to:
 - 2.2.1 Ensure the setup and management of this Agreement by the MAPSS Regional Managers Group;
 - 2.2.2 Ensure that the MAPSS Steering Group meets at regular intervals, to share information and best practice, share progress, resolve joint issues and escalate joint serious risks, which affect the whole project to the MAPSS Steering Group;
 - 2.2.3 Work jointly, including across Beneficiaries boundaries, where possible or appropriate, to ensure the best outcomes for the Service Users and to ensure the mutual success of the Services;
 - 2.2.4 Share such operational information between Beneficiaries as is necessary for the smooth and cooperative running of the Services, including, but not limited to:
 - 2.2.4.1 cross-operational risks or issues;
 - 2.2.4.2 problem or dispute resolution;
 - 2.2.4.3 identified best practice;
 - 2.2.4.4 financial or Grant information; and
 - 2.2.4.5 any other information deemed to be relevant by the MAPSS Regional Managers Group or MAPSS Regional Managers Group;
 - 2.2.5 Discuss with each other, as soon as possible, any problems or disputes which arise, attempting to resolve any difficulties through negotiation at an early stage and ensuring appropriate officers are available upon reasonable notice to discuss any issues under dispute.

3 AGREEMENT

- 3.1 The Beneficiaries agree that the Lead Beneficiary will accept the offer of the Grant as set out in the Funding Guidance on behalf of the Beneficiaries
- 3.2 The Beneficiaries agree with each other that they will adhere to the terms of this Agreement and will observe, perform and comply in all respects with this Agreement
- 3.3 The Beneficiaries further agree that any Beneficiaries in default (as defined in clause

- 11) will accept sole responsibility for any compliance failure and / or breach of Conditions and will fully indemnify the other Beneficiaries against any liability, loss or expense which might arise as a result of such default.
- 3.4 The Beneficiaries shall not sub contract or assign any of the Services or its responsibilities without the express consent of the MAPSS Steering Group.
- 3.5 The Beneficiaries agree that, upon receipt of reasonable notice, it will permit rights of access to the Lead Beneficiary (and the other bodies specified in the Funding Guidance) for audit, compliance and any other purposes set out therein agree to provide in a timely manner information requested by the Lead Beneficiary to enable all relevant deadlines to be met. Notwithstanding the termination of this Agreement, the Beneficiaries shall remain liable for any aspect of this Agreement they have not complied with up to the date of termination.
- 3.6 The Beneficiaries will notify the Lead Beneficiary in writing without delay of any event that could lead to a temporary or final discontinuation or any other deviation of the Services, and the Lead Beneficiary shall, without delay, inform the MAPSS Steering Group of such notification.
- 3.7 The Beneficiaries will notify the Lead Beneficiary in writing immediately of any circumstance that may adversely affect the continued financial viability of the Beneficiaries or which places service delivery for Service Users in jeopardy
- 3.8 Without prejudice to the generality of Clauses 3.1 to 3.7 if any Beneficiary receives notification of any financial clawback, financial imposition or deduction of Grant imposed by the Welsh Ministers as a result of any non-compliant procurement process then the non-compliant Beneficiary (which shall include the Lead Beneficiary for the avoidance of doubt) will be solely responsible for reporting the notification to the other Beneficiaries as soon as possible and making such payment to the Welsh Ministers, indemnifying the other parties in respect thereof.
- 3.9 In consideration for the payments of the Grant to the Lead Beneficiary by the Welsh Ministers for its role as Lead Beneficiary, the Lead Beneficiary undertakes and agrees that it shall co-ordinate and manage the Services on a day to day basis which shall include:
- 3.9.1 employing sufficient persons to manage the Services in an effective manner
 - 3.9.2 acting as co-ordinator for the MAPSS Steering Group and providing requisite support services;
 - 3.9.3 complying with the Conditions, the provisions of the Funding Guidance on behalf of the Beneficiaries and undertaking its responsibilities and commitments as set out in this Agreement;
 - 3.9.4 being responsible for the administration of the claims process including receiving and disseminating such funding properly and auditing and making financial returns;
 - 3.9.5 entering into and using its reasonable endeavours to procure, secure and monitor the performance of any contracts for services necessary for the delivery of the Services (including the training framework) on behalf of the Beneficiaries;
 - 3.9.6 providing appropriate and compliant forms and policies for use by the Beneficiaries;
 - 3.9.7 In the event that there are any changes to the Grant, notifying the Beneficiaries of the change as soon as is practicable and , where required, providing detailed instructions to Beneficiaries within twenty-eight (28) days of the change imposed.

3.10 In acceptance of payments of the Grant from the Lead Beneficiary, the Beneficiaries shall

3.10.1 employ sufficient persons to deliver the Services in an effective manner;

3.10.2 comply with the Conditions and the provisions of the Funding Guidance

3.10.3 be responsible for entering into their own contractual arrangements in line with any applicable laws and internal processes.

3.10.4 fulfil any requirements for the administration of the claims process;

3.10.5 enter into and use its reasonable endeavours to procure and secure and monitor the performance of any contracts for services necessary for the delivery of the Services

3.11 For the avoidance of doubt where Beneficiaries require Service Users to require ongoing services post 31st March 2018, the liability for meeting the arrangements and costs of such Services shall rest with the Beneficiary who requires that Service. The Lead Beneficiary shall have no liability to meet the costs of the same.

3.12 The payment of the Grant shall be as set out in the Funding Conditions

4. PROTECTION OF VULNERABLE ADULTS AND CHILDREN

4.1 The Beneficiary shall comply at all times with the All Wales Children Protection Procedures and South Wales Protection of Vulnerable Adults Procedures, where allegations of abuse are made towards a vulnerable adult, Service User by a member of the Beneficiaries (or appointed sub-contractors) Staff or where the Beneficiary suspects an individual may be suffering harm.

4.2 Copies of all Beneficiaries' policies, procedures and inter-agency protocols referred to in Clause 4.1, and any updates to them, will be retained by the Lead Beneficiary as part of the Services documentation.

5. CONFIDENTIALITY AND DATA PROTECTION

5.1 The Beneficiaries shall ensure that it complies in all respects with the provisions of the Data Protection Legislation and all parties shall duly observe their obligations under the Data Protection Legislation which arise under this Agreement.

5.2 The Beneficiaries shall allow authorised officers of the Lead Beneficiary (as determined by the Lead Beneficiary) to access such information as is required for the purpose of the role of the Lead Beneficiary under the Agreement held by the Beneficiaries or any subcontractor relating to each within the Services providing reasonable notice and a valid reason for the request is given and in accordance with the Data Protection Legislation.

5.3 With respect to the Beneficiaries rights and obligations under this Agreement, the Beneficiaries agree that each Beneficiary is the Data Controller in respect of the work undertaken in that area relating to the Services. And that if such Data is passed to another Beneficiary that Beneficiary will be regarded as the Data Processor.

- 5.4 Each Beneficiary shall comply with such requirements as are contained in Schedule 6 of this Agreement that apply to them in accordance with their role as Data Controller or Data Processor.
- 5.5 Each Beneficiary shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Agreement in such a way as to cause any other Beneficiary to breach any of its applicable obligations under the Data Protection Legislation.
- 5.6 Each Beneficiary agrees that if a data subject access request is received then the Beneficiary which is deemed to be the Data Controller shall be responsible for all expenses relating to such request.
- 5.7 No Beneficiaries shall disclose any Personal Data which they have received from each other to any third party without the prior written consent of the other or subject to statutory provision including the Data Protection Legislation.

6. FREEDOM OF INFORMATION AND OPENNESS

- 6.1 As public bodies the Beneficiaries acknowledge the obligations of the others to comply with the Freedom of Information Act 2000 and the Statutory Code issued under Section 45 of the Freedom of Information Act 2000 in relation to any request for access to recorded information held by the Beneficiaries.
- 6.2 The Beneficiaries acknowledge, as well as its own obligations under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 as may be amended from time to time (the "Information Laws"), that the Lead Beneficiary is subject to obligations under the Information Laws and shall in all respects and at no additional cost to the Lead Beneficiary co-operate with the Lead Beneficiary's requests for assistance in complying with the Lead Beneficiary's disclosure obligations which relate to the Services.
- 6.3 Where the Lead Beneficiary receives a request for disclosure which relates to the Services, the Beneficiaries agree that:
- 6.3.1 the decision on whether any exemption or exception applies to a request for disclosure of recorded information is a decision solely for the Lead Beneficiary; and
- 6.3.2 where the Lead Beneficiary is managing a request for information made the Beneficiaries shall co-operate with the Lead Beneficiary and shall respond within five (5) Working Days of any request by the Lead Beneficiary for assistance in determining how to respond to a request for disclosure.
- 6.4 The Lead Beneficiary will consult the Beneficiaries in writing in relation to any request for disclosure of information regarding the Beneficiaries in accordance with the Information Laws. The Lead Beneficiary shall give due consideration to the response of the Beneficiaries in responding to such a request for disclosure.
- 6.5 The Beneficiaries shall not respond directly to a request for information regarding the Services or this Agreement pursuant to the Information Laws unless it is expressly authorised to do so by the Lead Beneficiary or is legally obligated to do so (in which

case the Lead Beneficiary must be notified of the disclosure as soon as reasonably possible).

7. HEALTH AND SAFETY

- 7.1 The Beneficiaries shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other Acts, regulations or orders relating to health and safety.
- 7.2 The Beneficiaries shall provide the Lead Beneficiary with such information as the Lead Beneficiary may reasonably require in order for the Lead Beneficiary to assess the Beneficiaries compliance with the health and safety obligations as referred to in Clause 7.1.

8. INSURANCE AND LIABILITY

- 8.1 Each of the Beneficiaries will have in place and will maintain in force valid, adequate and appropriate insurance in respect of all its property assets and undertakings against all such insurable risks (including professional negligence, public and employers' liability cover) in such amounts as may be reasonably required, from time to time.
- 8.2 The Beneficiaries will jointly share the costs and expenses of any liabilities and any and all claims, actions, proceedings, demands, liabilities, arising or accruing in respect of or in connection with the Lead Beneficiary's obligations under this Agreement save where those liabilities arise directly or indirectly as a result of any act or omission of the Lead Beneficiary . Where any such costs and expenses arise as a result of an act or omission of one or more identified Beneficiaries only, those Beneficiaries alone shall be responsible for such costs and expenses.
- 8.3 The Beneficiaries will indemnify the other Beneficiaries from and against any liabilities and any and all claims, actions, proceedings, demands, liabilities, costs and expenses arising or accruing as a result of a Beneficiaries act or omission pursuant to Clause 8.2.
- 8.4 The Beneficiaries shall at all times take all reasonable steps to minimise and mitigate any loss or damage for which Beneficiaries are entitled to bring a claim pursuant to this Agreement.
- 8.5 Notwithstanding any other provision of this Agreement Beneficiaries cannot limit or exclude its liability for:
- (a) fraud or fraudulent misrepresentation;
 - (b) loss of or damage to property; or
 - (c) death or personal injury caused by their negligence.
- 8.6 The Beneficiaries shall produce to the Lead Beneficiary such evidence as the Lead Beneficiary may require that the insurance referred to in Clause 8.1 has been taken

out, provides adequate and appropriate cover, and is in force at all times.

9. STAFFING AND DISCLOSURE BARRING SERVICE

- 9.1 The Beneficiaries will employ sufficient Staff to ensure that the elements of the Services for which they are responsible are provided for at all times. The Beneficiaries will ensure that Staff used to provide the Services are suitable, competent and appropriately qualified and experienced to undertake the duties required of them. The Beneficiaries will create, maintain and preserve adequate and comprehensive records as evidence of the monitoring and supervision of the competence of the Staff and volunteers it uses to provide the Services.
- 9.2 The Beneficiaries shall make their own determination as to whether Staff shall be subject to a criminal records disclosure at the appropriate level. All Staff (for which that Beneficiary is responsible for) who undertake duties involving direct care of vulnerable adults, children or young persons shall be the subject of a criminal records disclosure at the appropriate level. Where applicable, the Beneficiaries are responsible for submitting disclosure applications on behalf of Staff and volunteers directly recruited by itself or subcontractors. Any requests for disclosure must be made on the Disclosure & Barring Service application forms and be accompanied by the identification checklist, completed in accordance with the procedures specified and authorised by the responsible person nominated by the Beneficiaries.
- 9.3 The decision as to Staff and volunteer appointments shall remain with the Beneficiaries to which they are responsible for.
- 9.4 For the avoidance of doubt, it is expressly agreed that all Staff directly employed by the Beneficiaries are the employees of the relevant individual Beneficiary and all employment rights including redundancy payments are the responsibility of that Beneficiary.

10. PUBLICITY, INFORMATION AND ASSISTANCE

- 10.1 The Beneficiaries agree to acknowledge the financial contribution made to this Agreement by the Welsh Ministers. This will include recognition in such documentation as programmes, events flyers, letterheads and annual reports in a manner, which will be agreed in advance with the Lead Beneficiary.
- 10.2 The Beneficiaries shall not make any announcements or publicise the Services or the contents of this Agreement in any way without the prior written consent of the Lead Beneficiary, which shall not be unreasonably withheld or delayed.
- 10.3 If requested to do so, Beneficiaries shall give all reasonable assistance and co-operation and provide to the other Beneficiaries any relevant information which is not confidential in connection with any legal enquiry, arbitration or court proceedings, in which a Beneficiary is involved, or any relevant disciplinary hearing internal to the Beneficiary, or any inquiry by the Public Services Ombudsman arising out of this Agreement. Where any Beneficiary becomes aware of any incident, accident or other matter which may give rise to a complaint to the Public Services Ombudsman or a claim or legal proceedings in respect of the provision of failure in the business of

this Agreement it shall notify the Lead Beneficiary in writing as soon as reasonable practicable. Such notification in writing shall include all relevant information which is not confidential to enable the Lead Beneficiary to consider the matter fully. Such information provided or assistance rendered pursuant to this obligation in whatever form, shall be at no cost to the Beneficiaries unless otherwise ordered or determined in any decision or other outcome of any such inquiry, arbitrations, Court proceedings or enquiry by the Public Services Ombudsman.

11. DEFAULT

- 11.1 Without prejudice to any other right or remedy, if a Beneficiary discovers reasonable evidence which indicates Non-Compliance by another Beneficiary (the Defaulting Beneficiary), that Beneficiary shall request the MAPSS Steering Group serve a Default Notice upon the Defaulting Beneficiary. Any such Default Notice shall set out the nature of the alleged default and require the Defaulting Beneficiary to remedy the default within such reasonable time as may be specified in the Default Notice.
- 11.2 Any dispute as to Default Notices, and / or the service thereof, shall be referred to the MAPSS Steering Group to make a decision at the earliest opportunity in line with the agreed Terms of Reference for the MAPSS Steering Group.
- 11.3 If any Default Notice served under Clauses 11.1 or 11.2 is not complied with within the timescale set out in the Default Notice, then the MAPSS Steering Group may require that the Lead Beneficiary:
- 11.3.1 Terminate this Agreement immediately as it applies to the Defaulting Beneficiary; and / or
 - 11.3.2 Deduct from any amount then due, or to become due to the Defaulting Beneficiary such amount as is reasonable.
- 11.4 Any disputes over the deduction of any sums under this Clause shall be referred to the MAPSS Steering Group and be considered in line with clause 12 below.

12. DISPUTE RESOLUTION

- 12.1 If there is a dispute between the Beneficiaries concerning the interpretation of this Agreement or Services covered by this Agreement then any Beneficiary may notify the others in writing that it wishes the dispute to be referred to a meeting of the MAPSS Steering Group to resolve
- 12.2 If the MAPSS Steering Group is unable to resolve the matter within thirty (30) Working Days then the dispute shall be referred to the MAPSS Regional Managers Group to resolve.
- 12.3 If the MAPSS Regional Managers Group are not able to resolve the matter within thirty (30) Working Days of receiving the referral, then the provisions of Clauses 12.4 and 12.5 shall take effect.
- 12.4 In the event of the MAPSS Regional Managers Group not being able to resolve the matter it shall be dealt with in accordance with the following procedure:

- 12.4.1 the dispute or difference shall be referred to the arbitration of a sole arbitrator to be appointed in accordance with Section 16(3) of the Arbitration Act 1996 (“the Arbitration Act”);
 - 12.4.2 in the event of failure of the disputing Beneficiaries to make the appointment pursuant to Section 16(3) of the Arbitration Act the appointment shall be made by the President or if the President be unwilling, unable or unavailable the Vice President for the time being of the Law Society;
 - 12.4.3 the arbitration will be regarded as commenced for the purposes set out in Section 14(1) of the Arbitration Act when one of the disputing Beneficiaries sends to the other written notice in accordance with the Arbitration Act;
 - 12.4.4 the arbitration shall be conducted in accordance with the Rules of the Chartered Institute of Arbitrator(s)/The Rules of the London Court of International Arbitration for the Chartered Institute of Arbitrators or any amendment or modification thereof being in force at the date of commencement of the arbitration.
- 12.5 The decision of the Arbitrator shall be final and binding on all Beneficiaries.
- 12.6 This dispute resolution procedure cannot be used for any dispute relating to any revision of this Agreement.

13. TERMINATION

- 13.1 Subject to Clause 13.2, a Beneficiary may give three (3) calendar months’ notice in writing to the Lead Beneficiary and the MAPSS Regional Managers Group to terminate its involvement in this Agreement (the “Terminating Beneficiary”).
- 13.2 In the event of the Terminating Beneficiary serving notice in accordance with Clause 13.1:
- 13.2.1 Where the Terminating Beneficiary is not the Lead Beneficiary, the Terminating Beneficiary shall prior to the end of the three (3) calendar months’ period pay to the Lead Beneficiary:
 - 13.2.1.1 All arrears of payments and any other sums due under the terms of this Agreement, and
 - 13.2.1.2 All further sums which would, but for the termination of this Agreement, have fallen due at the end of the Term.
 - 13.2.2 Where the Terminating Beneficiary is the Lead Beneficiary, the Lead Beneficiary shall prior to the end of the notice period agree with the MAPSS Steering Group, MAPSS Regional Managers Group and the other Beneficiaries, which Beneficiary shall replace the Lead Beneficiary for the purposes of this Agreement and the Funding Guidance.
 - 13.2.3 The Beneficiaries shall be entitled to exercise any one or more of the rights and remedies given to it under the terms of this Agreement and

the termination of this Agreement in part in relation to the involvement of one of the Beneficiaries shall not affect or prejudice such rights and remedies. Each Beneficiary shall and will remain liable to perform all outstanding liabilities and indemnities under this Agreement, notwithstanding that the other may have exercised one or more of the rights and remedies against it.

13.3 The Lead Beneficiary shall be entitled to terminate this Agreement in relation to the involvement of a Beneficiary by notice in writing to that Beneficiary in the event that:

13.3.1 the Beneficiary becomes bankrupt, or makes a composition or arrangement with its creditors, or has an order in respect of its company for voluntary arrangement for a composition of debts, or scheme or arrangement approved in accordance with the Insolvency Act 1986;

13.3.2 the Beneficiary has a winding up order made, or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding up passed;

13.3.3 the Beneficiary has a provisional liquidator, receiver, or manager of its business or undertaking duly appointed;

13.3.4 the Beneficiary has an administrative receiver, as defined in the Insolvency Act 1986, appointed; or

13.3.5 the Beneficiary has possession taken, by or on behalf of the holders of any debentures secured by a floating charge, or any property comprised in, or subject to, the floating charge;

13.3.6 the Beneficiary has breached an obligation of this Agreement that either cannot be remedied or has not been remedied within the timescale specified by a Default Notice

13.4 The Beneficiaries agree that this Agreement shall be terminated on the next Working Day where the Grant ceases to be available from the Welsh Ministers.

13.5 Termination of this Agreement shall not prejudice any right of action or remedy which shall have accrued or which may thereafter accrue to any Beneficiaries.

13.6 All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the parties, whether provided by law, equity, statute, in any other agreement between the parties or otherwise.

13.7 The following Clauses shall survive the expiry or termination of this Agreement howsoever arising: 5, 6 and 12 and the Beneficiaries hereby agree to comply with their requirements after such termination has occurred.

14. COMMENCEMENT, DURATION AND REVIEW

14.1 This Agreement shall commence on the Operative Date and run until the 31st March 2018 or until the date upon which the Grant ceases to be available from the Welsh Ministers whatever is the latest or where there are any outstanding obligations to be

performed under this Agreement.

- 14.2 On the date that the Grant ceases to be made available by the Welsh Government then this Agreement shall terminate on the next Working Day.

15. INTELLECTUAL PROPERTY

- 15.1 Any Intellectual Property created through the establishment and running of this Agreement shall vest in the Beneficiaries jointly. The Intellectual Property shall be held by the Lead Beneficiary on behalf of all the Beneficiaries. This shall include but is not limited to processes, procedures, methodology and manuals.
- 15.2 The Lead Beneficiary shall grant to Beneficiaries an irrevocable licence to use that Intellectual Property for the purposes of this Agreement.
- 15.3 Where a Beneficiary develops Intellectual Property in relation to the delivery of the Services in its area only, that Intellectual Property shall belong to that Beneficiary alone.
- 15.4 Nothing in this Clause shall operate to prevent or make difficult the sharing of good practice between the Beneficiaries.

16. WAIVER

- 16.1 The failure by a Beneficiary at any time to:
- 16.1.1 enforce any of the provisions of this Agreement; or
 - 16.1.2 to require the performance by any of the other Beneficiaries of any of the provisions of this Agreement,
- shall not be construed as a waiver of any such provision and shall not affect the validity of the Agreement or any part thereof, or of the right of the Beneficiary, to enforce any provision in accordance with its terms.

17. COMMUNICATION IN WRITING

- 17.1 Any communication required to be in writing under the terms of this Agreement shall be sent to the addresses indicated at the beginning of this Agreement and marked for the attention of the relevant Partner Representative as identified from the Terms of Reference for the MAPSS Steering Group. Each Beneficiary shall use its reasonable endeavours to communicate in accordance with the Agreement.

18. THIRD PARTY RIGHTS

- 18.1 No person who is not a party to this Agreement shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term or condition of this Agreement without the prior written agreement of the Beneficiaries.
- 18.2 Nothing contained in Condition 18.1 shall affect any right or remedy of any third party which exists or is available other than under the Contracts (Rights of Third Parties) Act 1999.

19 NO PARTNERSHIP

- 19.1 The Beneficiaries are independent from each other and save as set out in this Agreement nothing contained in this Agreement shall be construed as implying that there is any relationship between the Beneficiaries of partnership or of principal / agent or of employer / employee.

20 SEVERANCE

- 20.1 If any provision of the Agreement shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such unenforceability shall in no way impair or affect any other provision all of which shall remain in full force and effect.

21 VARIATION

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

22 GOVERNING LAW

- 22.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales as they apply in Wales and the Beneficiaries agree to submit to the exclusive jurisdiction of the courts of England and Wales.

23 FORCE MAJEURE

- 23.1 In this Agreement "force majeure" shall mean any cause preventing either party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the Beneficiaries so prevented including without limitation act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order rule regulation or direction, accident, fire, flood or storm.
- 23.2 If any Beneficiary is prevented or delayed in the performance of any or all of its obligations under this Agreement by force majeure, that Beneficiary shall forthwith serve notice in writing on the other party or parties specifying the nature and extent of the circumstances giving rise to force majeure and shall, subject to service of such notice (and to Sub- Clause 28.4), have no liability in respect of the performance of such of its obligations as are prevented by the force majeure events during the continuation of such events.
- 23.3 The Beneficiary affected by force majeure shall use all reasonable endeavours to bring the force majeure event to a close or to find a solution by which the Agreement may be performed, despite the continuance of the force majeure event.

24 ENTIRE AGREEMENT

24.1 This agreement and the schedules to it shall constitute the entire agreement and understanding between the Beneficiaries with respect to all matters which are referred to and shall supersede any previous agreement(s) between the Beneficiaries in relation to the matters referred to in this agreement.

IN WITNESS WHEREOF this Agreement has been duly executed and delivered the day and year first above written

The Common Seal of)
NEATH PORT TALBOT COUNTY)
BOROUGH COUNCIL)
was hereunto affixed in the presence of: -)

Proper Officer

The Common Seal of)
THE CITY AND COUNTY OF)
SWANSEA)
was hereunto affixed in the presence of: -)

Authorised Signatory

The Common Seal of)
BRIDGEND COUNTY BOROUGH)
COUNCIL)
was hereunto affixed in the presence of: -)

Authorised Signatory

SCHEDULE 1

Grant ICF Guidance April 2017

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SCHEDULE 2

SERVICES

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Overview of MAPSS

MAPSS is a virtual multi-disciplinary team operating across Bridgend County Borough Council (BCBC), City and County of Swansea (CCoS) and Neath Port Talbot County Council (NPT CBC) through Welsh Governments Integrated Care Fund until 31st March 2018.

The aim of MAPSS is to provide specialist placement support to children and young people with or at risk of mental illness and emotional and behavioural difficulties. The service will support children and young people to ensure practice across the Western Bay Region is preventative, pro-active, planned and promotes permanence.

High Level Objectives

- Development of effective and robust pathways to improve the mental health and emotional wellbeing of Looked After Children with complex needs;
- Improved placement stability for Looked After Children;
- Reduction in the number of children placed with independent foster carers and children's residential homes;
- Reduction in the number of Looked After Children subject to school exclusion;
- Reduction in the number of children placed out of area;
- Enhance the confidence, skills and knowledge of foster carers and professionals;
- Share the responsibility of caring for our most vulnerable children across a wider group of individuals as opposed to relying on the resilience of individual foster carers;
- Improve the links to CAMHS for children with acute mental illness;
- Facilitate evidencing the number and types of mental health and emotional difficulties identified to inform future Staff training programmes and service developments.

Outcomes

The Service Level Outcomes for the MAPSS Service, which will be reported to Welsh Government are:

- Improved placement stability for Looked After Children
- Improved educational stability
- Improved capacity and ability of in-house fostering services to meet the needs of Looked After Children
- Improved mental health and emotional wellbeing outcomes of Looked After Children

MAPSS Intervention process

Referral completed & Submitted to clinical psychologist. Where an assessor or therapeutic intervention has already been identified, the referral should include any relevant assessments and the CV and costs of the proposed therapist or psychologist.

Referral discussed at referral panel (held fortnightly).

Child's Social worker and MAPSS Consultant Social Worker coordinate commissioning the therapy or assessment supported by the contract monitoring officer

Initial meeting between child's social worker, Consultant social worker, therapist or Clinical Psychologist. The initial meeting will include establishing baseline indicators of where the child and carer currently feel they need support

Regular Review meetings will review the progress and scoring to form part of the monitoring and evaluation of the intervention and the project.

Multi Agency Placement Support Service (MAPSS)

What is MAPSS?

MAPSS stands for Multi Agency Placement Support Service. MAPSS is a Western Bay project which is funded through the Welsh Government Integrated Care Fund up until 31st March 2018.

MAPSS will operate across The City and County of Swansea, Neath Port Talbot County Borough Council and Bridgend County Borough Council.

The aim of MAPSS is to support the placements of Looked After Children with complex needs in order to improve their placement stability, support their carers and their education placement and to improve their outcomes and prevent placement breakdown.

Which children can be referred?

- Children who have had 2 or more placement breakdowns in a year or where there is a high risk of placement breakdown
- Children displaying risky behaviours
- Children excluded from school or receiving a reduced education package
- Children moving from residential care to fostering
- Children already receiving a therapeutic intervention
- Children identified as requiring therapy/specialist placement by a specialist assessment
- Children who require a specialist assessment to identify any support or therapeutic needs.

What will MAPSS do?

MAPSS will provide support around the child and carers by helping everyone come together to ensure that they are supporting the child in the same way. MAPSS is not just about providing therapy. MAPSS is about ensuring that everyone working with the child is supported to understand their needs and to develop the resilience and skills they need to improve outcomes.

Screening

Key to the success of MAPSS will be clearly identifying the needs of carers and the child. At the start of every intervention everyone working with the child will be asked to be involved in a screening process using recognised screening tools This will be reviewed during and at the end of the intervention.

Specialist Assessments

Some children may require a specialist assessment in order to identify their placement and therapeutic needs. MAPSS will be able to provide a proportionate assessment by a Clinical psychologist.

Therapeutic intervention

MAPSS will be able to work with you to commission short term therapeutic intervention for the child where this has been identified as a need either through the MAPSS clinical psychologist or through other specialist assessments that have taken place. During the pilot phase MAPSS will not employ its own therapists but will work with you to identify the most suitable therapist to support the child and the placement.

Consultant Social Worker

The MAPSS Service will employ a Consultant social worker who will support the child's social worker to coordinate therapeutic interventions and to provide some direct support to the child and

carer. The consultant social worker will assist in establishing base line screening for all children who receive a service from MAPSS and to be involved in the reviews and monitoring of the interventions.

Education worker

MAPSS aims to have an education worker to be part of the project to help support the child to maintain or reintegrate into an education placement and to be the link between the therapist, the placement and school.

How do I refer?

To refer please complete the attached referral and risk assessment form and send this by secure e mail to Dr Richard Downs c/o c.howard@npt.gcsx.gov.uk

Please include any relevant assessments with your referral form and if you have already identified a proposed therapist please include their details and costs.

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SCHEDULE 3

Financial Conditions

1. Subject to the performance by the Beneficiaries of their obligations under this Agreement, the Lead Beneficiary shall reimburse the Beneficiaries as set out in the Funding Guidance, unless otherwise agreed by the MAPSS Steering Group and up to the maximum sum of the indicative figures set out below for each Beneficiary:

Beneficiary	Q3	Q4	Total
Swansea (50%)	54,628	34,537	89,165
NPT (25%)	27,314	17,268	44,582
Bridgend (25%)	27,314	17,268	44,582
Total	109,256	69,073	178,329

For the avoidance of doubt these figures are indicative only as of the date of this Agreement and maybe subject to change

2. The Beneficiaries must submit the Claim Form to the Lead Beneficiary no later than quarterly. Claims are submitted to the Welsh Government on a quarterly basis. In order for the Lead Beneficiary to make a submission to Welsh Government to release funding, Q3 invoices must be submitted to the Lead Beneficiary no later than 15th January 2018 and Q4 invoices submitted to the Lead Beneficiary no later than 13th April 2018. Late Claims submitted to the Lead Beneficiary may not be processed until the next quarterly claim. For the avoidance of doubt in respect of the last quarter, if a late Claim is submitted which in turn misses any deadlines imposed by the Welsh Government and the Welsh Government do not approve reimbursement, the liability for this outstanding sum will rest with the Beneficiary making the late Claim.
3. The parties assume no VAT is payable by the Lead Beneficiary in respect of the Grant. If that assumption is incorrect the amounts of the reimbursement of Grant shall be deemed to be inclusive of VAT.
4. The Beneficiaries are responsible for their own VAT accounting and all Claims should be exclusive of recoverable VAT.

5. Payments shall become due and be payable by the Lead Beneficiary upon each and every one of the following conditions being met:
 - 5.1 The Beneficiary has complied in with its obligations under this Agreement;
 - 5.2 The Beneficiary has submitted a quarterly Claim to the Lead Beneficiary by no later than 14 days after the relevant financial quarter in respect of the payment claims and all Claims comply with the requirements of this Schedule;
 - 5.3 Each Claim shall be in the format agreed and provided by the Lead Beneficiary and shall clearly identify the amounts claimed in relation to the Services. Each Claim shall be accompanied by such supporting evidence required by the Welsh Government as set out in the Funding Guidance or any other applicable Welsh Government guidance document in order to satisfy the Welsh Government that the amount claimed has actually and properly been defrayed by the Beneficiary in respect of delivering the Services;
 - 5.4 The Lead Beneficiary has reviewed the quarterly Claim and agreed that the expenditure is eligible for the purpose of the Services.

6. Where a Claim is submitted by a Beneficiary more than 14 days from the end of the Claim Period it could jeopardise the ability of the Lead Beneficiary to meet the Welsh Government Claim Deadline. This could also affect the payment of the entire claim and consequently affect the other Beneficiaries. In this case the Lead Beneficiary may reasonably decide to exclude the Beneficiary's late Claim from the claim submitted to Welsh Government. In this case the Beneficiary will not be reimbursed until such time as the late Consolidated Claim is submitted to Welsh Government in the next Claim Period.

7. The Welsh Government asserts the right to defer payment where the submission of the consolidated claim misses the deadline set by the Welsh Government. In such cases it is the responsibility of the MAPSS Steering Group to evaluate the causes of the late submission and determine the appropriate resolution. Suitable resolutions may include:
 - 7.1 In cases where the fault is determined to lie with the Lead Beneficiary then the Lead Beneficiary shall reimburse the Beneficiaries with the calculated value of the Grant deferred by the Welsh Government. The Lead Beneficiary will be responsible for ensuring any adjustments made to the claim are reflected in subsequent claims and payments made to Beneficiaries;

- 7.2 In cases where the missed deadline is not the fault of the Lead Beneficiary then no payments shall be made to Joint Beneficiaries until such time as the deferred claim becomes payable to the Lead Beneficiary by the Welsh Government. Payments will be made in accordance with paragraph 8 of this Schedule.
8. The Lead Beneficiary will process payments to the Beneficiaries within 10 Working Days of receipt of the Payment from Abertawe Bro Morgannwg University Health Board on behalf of the Welsh Government subject to paragraph 5 above.
9. In the event that there are any changes to the claims process as a result of further Welsh Government guidance, the Lead Beneficiary will notify the Beneficiaries of the change as soon as is practicable and will, where required, provide detailed instructions to Beneficiaries within twenty-eight (28) days of the change imposed.

SCHEDULE 4

Establishment of MAPSS Steering Group

1. The MAPSS Steering Group

- 1.1 The Beneficiaries shall establish the MAPSS Steering Group in accordance with the provisions of this Schedule to undertake the duties and responsibilities assigned to it under this Agreement.
- 1.2 The Beneficiaries shall certify to the Lead Beneficiary that they have delegated to their representatives on the MAPSS Steering Group all powers and duties required to fulfil the requirements of this Agreement.

2. The Duties and Responsibilities of the MAPSS Steering Group

- 2.1 The management of the Agreement shall be undertaken on behalf of the Beneficiaries by the Lead Beneficiary who in cooperation with the MAPSS Steering Group shall:
 - 2.1.1 oversee and be accountable for the planning, implementation and delivery of the Services
 - 2.1.2 be responsible for decision making relating to the planning, implementation and delivery of the Services
 - 2.1.3 track progress of the Services and oversee the monitoring and review of the Agreement
 - 2.1.4 Track and understand the financial position of the Services
 - 2.1.5 Be accountable for ensuring work streams are progressed to time
 - 2.1.6 identify and address workforce and organisational issues relating to the Services
 - 2.1.7 agree the work plan of the Staff employed in the Services and oversee its implementation
 - 2.1.8 review and report on the progress of the Services to the MAPSS Regional Managers Board
 - 2.1.9 report and make recommendations to the MAPSS Regional Managers Group on the strategic direction of the Services

2.1.10 report and make recommendations to the MAPSS Regional Managers Group on any deviations from the original agreed scope of the Services

2.2 The MAPSS Steering Group shall coordinate the activities of the Beneficiaries in administering any contracts entered into with third parties for the provision of the Agreement which exist at the commencement of this Agreement and each shall continue to administer any contracts directly until they expire and are replaced if appropriate with contracts let under this Agreement.

3. **Appointment of Representatives**

4.1 Each of the Beneficiaries shall appoint a representative ("Partner Representative") who shall hold office until:

3.1.1 he or she ceases to be an employee of the Beneficiaries he or she represents and therefore should be replaced by an alternative employee;

3.1.2 the Beneficiary has decided that another person should act in his or her place and has advised the Lead Beneficiary of that in writing;

3.1.3 the person is suspended from his or her employment at which point they should be replaced by an alternative employee.

3.2 The first Partner Representatives shall be:-

Beneficiary	Partner Representative
Swansea	Donna Houlston, Principal Officer
Bridgend	Karian Henderson, Group Manager
NPT	Delyth Berni, Principal Officer

3.3 The Beneficiaries may also nominate a substitute in the temporary absence of the Partner Representative.

- 3.4 It is the responsibility of each Partner Representative including any substitute to secure full delegated authority from its employer to undertake functions in the management of this Agreement.

3 Meetings

- 4.1 MAPSS Steering Group meetings shall be held at least monthly but additional non-scheduled meetings may be convened if a Partner Representative requests such a meeting or a meeting is requested by the Lead Beneficiary.

- 4.2 Meetings shall be held at the offices of the Lead Beneficiary unless another location is agreed by the MAPSS Steering Group.

- 4.3 At the first meeting convened under this Agreement and at subsequent meetings the members of the MAPSS Steering Group shall agree the date for the meetings for the forthcoming year.

- 4.4 Any non-scheduled meeting shall require seven (7) days written notice to be given to the members of the MAPSS Steering Group save in the case of an emergency when a shorter period of notice can be given if all the members of the MAPSS Steering Group agree to accept such shorter period of notice.

5. Chair

- 6.1 The MAPSS Steering Group shall be chaired by the Partner Representative of the Lead Beneficiary.

6. Minutes

- 6.1. The minutes of any meeting shall be delivered to all members of the MAPSS Steering Group by the Lead Beneficiary within ten (10) Working Days of the meeting.

7. Method of Decision Making

- 7.1 The MAPSS Steering Group is not a corporate body and cannot make decisions by majority vote and as a consequence of this it must act by the Partner Representative

exercising their delegated power. All Beneficiaries shall be responsible for ensuring the Partner Representative has all necessary delegated powers.

7.2 The MAPSS Steering Group will therefore act by unanimous decision making subject to the dispute resolution procedure set out in Clause 12 of the this Agreement.

9. **Quorum**

9.1 To constitute a valid decision of the MAPSS Steering Group the Partner Representatives of all of the Beneficiaries must be present throughout the discussion of any item of business.

10. **Urgent Action**

10.1 In cases of urgency Partner Representatives may agree any course of action within the remit of the MAPSS Steering Group in writing which shall include exchange of emails.

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SCHEDULE 5

Establishment of MAPSS Regional Managers Group

1. The MAPSS Regional Managers Group

- 1.1 The Beneficiaries shall establish the MAPSS Regional Managers Group in accordance with the provisions of this Schedule to undertake the duties and responsibilities assigned to it under this Agreement.
- 1.2 The Beneficiaries shall certify to the Lead Beneficiary that they have delegated to their representative on the MAPSS Regional Managers Group all powers and duties required to fulfil the requirements of this Agreement.

2. The Duties and Responsibilities of the MAPSS Regional Managers Group

- 2.1 The management of the Agreement shall be undertaken on behalf of the Beneficiaries by the Lead Beneficiary who in cooperation with the MAPSS Regional Managers Group shall:
 - 2.1.1 exercise the duties powers and functions of the Beneficiaries and any of their officers under the terms referred to above which relate to the Agreement;
 - 2.1.2 oversee the day to day conduct of the Services and this Agreement.

3. Establishment and Constitution

- 3.1. A MAPSS Regional Managers Group shall be established and shall consist of one representative appointed by each of the Beneficiaries.

4. Appointment of Representatives

- 4.1 Each of the Beneficiaries shall appoint a MAPSS Regional Managers Group representative (RMG Representative) who shall hold office until:
 - 4.1.1 he or she ceases to be an employee of the Beneficiaries he or she represents and therefore should be replaced by an alternative employee;

4.1.2 the Beneficiary has decided that another person should act in his or her place and has advised the Lead Beneficiary of that in writing;

4.1.3 the person is suspended from his or her employment at which point they should be replaced by an alternative employee.

4.2 The first RMG Representatives shall be:-

Beneficiary	Partner Representative
Swansea	Julie Thomas, Head of Child and Family Service
Bridgend	Laura Kinsey, Head of Children's Social Care
NPT	Andrew Jarret, Head of Children and Adult Services

4.3 The Beneficiaries may also nominate a substitute in the temporary absence of the RMG Representative.

4.4 It is the responsibility of each RMG Representative including any substitute to secure full delegated authority from its employer to undertake functions in the management of this Agreement.

Meetings

5.1 MAPSS Regional Managers Group meetings shall be held at least quarterly but additional non-scheduled meetings may be convened if a RMG Representative requests such a meeting or a meeting is requested by the Lead Beneficiary.

5.2 Meetings shall be held at the offices of the Lead Beneficiary unless another location is agreed by the MAPSS Regional Managers Group.

5.3 At the first meeting convened under this Agreement and at subsequent meetings the Partner Representatives of the MAPSS Regional Managers Group shall agree the date for the meetings for the forthcoming year.

5.4 Any meeting shall require seven (7) days written notice to be given to the members of the MAPSS Regional Managers Group save in the case of an emergency when a shorter period of notice can be given if all the members of the MAPSS Regional Managers Group agree to accept such shorter period of notice.

6. **Chair**

6.1 The MAPSS Regional Managers Group shall be chaired by the RMG Representative of the Lead Beneficiary.

7. **Minutes**

7.1 The minutes of any meeting shall be delivered to all members of the MAPSS Regional Managers Group by the Lead Beneficiary within ten (10) Working Days of the meeting.

8. **Method of Decision Making**

8.1 The MAPSS Regional Managers Group is not a corporate body and cannot make decisions by majority vote and as a consequence of this it must act by the RMG Representative exercising its delegated power. All Beneficiaries shall be responsible for ensuring the RMG Representative has all necessary delegated powers.

8.2 The MAPSS Regional Managers Group will therefore act by unanimous decision making subject to the dispute resolution procedure set out in Clause 12 of the this Agreement.

9. **Quorum**

9.1 To constitute a valid decision of the MAPSS Regional Managers Group the representatives of the Beneficiaries must be present throughout the discussion of any item of business.

10. **Urgent Action**

10.1 In cases of urgency RMG Representatives may agree any course of action within the remit of the MAPSS Regional Managers Group in writing which shall include exchange of emails.

SCHEDULE 6

DATA PROTECTION

1. Data ownership

- a. The Data Processor acknowledges and accepts that it is processing the Data as a service provider and data processor and that, as between the parties, the Data and all intellectual property rights in the Data shall belong to the Data Controller absolutely.
- b. The Data Controller hereby grants the Data Processor permission during the term of this Agreement to use, edit, copy and store the Data solely for the purposes of performing and fulfilling its rights and obligations under this Agreement, but for no other purpose.

2. Data Controller obligations

No later than the date of this Agreement, the Data Controller shall provide the Data Processor with the Data together with such information as the Data Processor may reasonably require to enable it to provide the Services(s).

3. Data Processor obligations

3.1. The Data Processor and any employees that may process the Data shall:

3.1.1. process the Data solely for the purpose of providing the Services(s) in and to fulfil the Data Processor's obligations and exercise its rights under any agreement and/or this Agreement and for no other purpose. This restriction applies during the term of this Agreement

3.1.2. comply with all applicable laws including the Data Protection Legislation;

3.1.3. comply with the following data requirements in respect of the Data:

- a) process the Data strictly in accordance with this Agreement and the Data Controller's written instructions as given by the Data Controller from time to time;
- b) take appropriate technical and organisational measures that will safeguard the Data against unauthorised or unlawful processing and accidental loss, theft, use, disclosure, destruction and/or damage, including encrypting removable media or portable devices;

- c) treat and safeguard the Data as strictly private and confidential;
- d) not disclose the Data to any Third Party in any circumstances other than with the express written consent of the Data Controller, or in compliance with a legal obligation imposed upon the Data Processor;
- e) allow access to the Data strictly on a 'need to know' basis employing appropriate access controls at all times;
- f) only copy, reproduce and/or distribute the Data to the extent necessary for performance of the Services(s);
- g) maintain adequate back-ups for the Data to enable the Data to be recovered in the event of damage or loss;
- h) take reasonable steps to ensure the reliability of those of its employees who may have access to the Data and ensure that such persons have sufficient skills and training in the handling of Personal Data and comply with the Privacy Laws;
- i) not cause or permit the Data to be transferred outside the European Economic Area without the prior written consent of the Data Controller;
- j) provide such assistance as is necessary to enable the Data Controller to comply with requests by Data Subjects for access to their Personal Data within the period required by the Privacy Laws and on request from the Data Controller, provide an up-to-date copy of the Data in the format, or media and within any reasonable time periods required by the Data Controller;
- k) cooperate with the Data Controller to enable it to monitor compliance with the obligations set out in this Agreement and, upon reasonable notice, permit the Data Controller and/or its nominated agent to have access to any premises where the Data is being processed in order to ascertain compliance with this Agreement;

- l) the Data Processor agrees to process the Data strictly in accordance with the Data Controller's relevant policies, processes and procedures
- m) the Data Processor will notify the Data Controller promptly and without undue delay of any security breaches that occur, such as unauthorised disclosure, loss or theft of the Data; and
- n) upon completion of the Services(s) for which the Data has been in the possession of the Data Processor, or the termination of this Agreement, to return the Data securely and in its entirety to the Data Controller.

3.2. The Data Processor agrees that it shall procure that any employees that may collect any Data in respect of the Services(s) shall ensure that such Data is captured correctly in accordance with the requirements of the Data Protection Act 1998 and shall amend inaccurate Data promptly upon being notified that the Data are inaccurate.

3.3. The Data Processor agrees that it shall procure that any employees that collect Data when providing the Services(s) and/or create materials or interactive systems for the collection of Data shall:

3.3.1. incorporate a notice of privacy:

- a) on all documents (whether paper based, online or otherwise), which Data Subjects may use to provide Data; and
- b) in all telephone scripts and recorded messages used by employees when collecting Data from Data Subjects;

3.3.2. ensure that any promotional materials include details of how the person to whom such promotional materials have been sent may indicate that he does not wish to receive any further promotional materials.

3.4. To the extent permitted to do so by applicable law, the Data Processor shall notify the Data Controller of all communications it receives from third parties

relating to the Data which suggest non-compliance by the Data Controller, Data Processor or and other person with the Privacy Laws, including communications from Data Subjects and regulatory bodies, and shall not do anything or enter into any communication with such Third Party unless expressly authorised to do so by the Data Controller.

4. Use of third parties

4.1. The Data Processor shall not permit any Third Party to process the Data unless such processing is expressly authorised by this Agreement or the Data Controller has consented in writing to such Third Party processing the Data.

4.2. The Data Processor acknowledges and accepts that any consent given:

4.2.1. may be contingent upon compliance with additional terms;

4.2.2. is contingent upon the Third Party:

a) having provided sufficient guarantees to the Data Processor in respect of the Data requirements set out in paragraph 3.1.3 of this Schedule; and

b) complying with this Agreement as if it were the Data Processor and having agreed to do so pursuant to a contract which is made in writing which is, in respect of the processing and the Data, enforceable directly by the Data Controller and which shall terminate automatically upon termination of this Agreement;

4.2.3. may be withdrawn in the event that the Data Controller reasonably believes that the Data or the rights of data subjects may be compromised by the Third Party

5. Indemnities

5.1. Each Beneficiary shall indemnify the other against any costs, claims, expenses (including reasonable legal costs), damages, liabilities and proceedings brought against the other arising out of a breach of this agreement by the indemnifying Beneficiary

5.2. The Data Processor will indemnify the Data Controller against any costs, claims, expenses (including reasonable legal costs), damages, liabilities, actions and proceedings brought against the Data Controller arising out of a breach of this Agreement by a Third Party engaged by the Data Processor in accordance with paragraph 4.1.

5.3. The Data Controller will indemnify the Data Processor against any costs, claims, expenses (including reasonable legal costs), damages, liabilities, actions and proceedings brought against the Data Processor arising out of a breach of this Agreement by a Third Party engaged by the Data Controller.

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