

**THIS SHARED SERVICE AGREEMENT** is dated 1<sup>st</sup> April 2019

**BETWEEN**

- (1) **CAMBRIDGE CITY COUNCIL** of the Guildhall, Market Square, Cambridge CB2 3QJ ("**City Council**")
- (2) **HUNTINGDONSHIRE DISTRICT COUNCIL** of Pathfinder House, St Mary's Street Huntingdon, Cambridgeshire PE29 3TN ("**Huntingdonshire**")
- (3) **SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL** of South Cambridgeshire Hall, Cambourne Business park, Cambourne, Cambridgeshire CB23 6EA ("**South Cambridgeshire**")

together the "Parties" and each of them a "Party".

**BACKGROUND**

- (A) The Parties entered into an agreement dated 1<sup>st</sup> April 2012 ("**2012 Agreement**") to establish and operate a Home Improvement Agency as a shared service between them (described in the 2012 Agreement as the "Agency") ("**Cambs HIA Shared Service**");
- (B) Having successfully established and operated the Cambs HIA Shared Service pursuant to the 2012 Agreement, the Parties now wish to renew their agreement on the same or substantially similar terms to the 2012 Agreement, but with such amendments to detail or structure as experience over the intervening period suggests would be sensible.
- (C) Accordingly, the following agreement will govern the Cambs HIA Shared Service from the dates specified therein.

**AGREED TERMS**

**1. Definitions and Interpretation**

" <b>Agreement</b> "	means this Agreement, including the Schedules;
" <b>Business Plan</b> "	means the document setting out the strategic direction of Cambs HIA as developed or from time to time revised at the direction and with the approval of the Management Board;
" <b>Cambs HIA</b> "	means the shared service set out herein and as more particularly described in <b>Schedule 2</b> (Objectives and Core Services);
" <b>Cambs HIA Accountant</b> "	means the officer of the Lead Authority who as part of his or her duties at any time (as determined by the Lead Authority) is charged with acting as the accountant for Cambs HIA;
" <b>Cambs HIA Budget</b> "	means the funding provided to the

	Cambs HIA for its operational purposes from the Parties and from such other authorities, bodies or agencies (including Cambridgeshire County Council pursuant to their statutory or other public interest obligations and objectives from time to time;
<b>"Cambs HIA Manager"</b>	means the manager of the Cambs HIA as appointed and employed from time to time by the Lead Authority;
<b>"Cambs HIA Team"</b>	means the staff employed by the Lead Party to work in Cambs HIA, but excluding any people seconded to Cambs HIA;
<b>"Claims"</b>	means all demands, claims and liabilities (whether criminal or civil, in contract, tort or otherwise) for losses, damages, legal costs and other expenses of any nature whatsoever and all costs and expenses (including legal costs) incurred in connection therewith;
<b>"Commencement Date"</b>	means the Commencement Date of the 2012 Agreement (as the same is defined therein);
<b>"Financial Year"</b>	means a year beginning on 1 <sup>st</sup> April and ending on the following 31 <sup>st</sup> March;
<b>"Force Majeure Event"</b>	<p>means the occurrence during the term of:</p> <ul style="list-style-type: none"> <li>(i) war, civil war, armed conflict or terrorism; or</li> <li>(ii) nuclear, radioactive, chemical or biological explosion or contamination unless the source or cause of the explosion or contamination is the Party concerned; or</li> <li>(iii) fire, explosion, storm, riot and civil commotion, tempest, flood, volcanic eruption or earthquake; or</li> <li>(iv) pressure waves caused by devices travelling at sonic or supersonic speeds</li> </ul> <p>which directly causes the Party concerned to be unable to comply with all or a material part of its obligations under this Agreement;</p>
<b>"Intellectual Property"</b>	means any and all intellectual property

	rights of any nature anywhere in the world whether registered , registerable or otherwise, including patents, utility models, trademarks, registered designs, registered domain names, applications for any of the same, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights that subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers or clients, marketing methods and procedures and advertising literature, including the "look and feel" of any websites;
<b>"Lead Party"</b>	means the City Council or such other Party as the Parties may from time to time agree during the term of this Agreement;
<b>"Management Board"</b>	means the Management Board constituted by the Parties pursuant to clause 4.1;
<b>"New Intellectual Property"</b>	means Intellectual Property created after the Commencement Date and/or the Renewal Date which is wholly or substantially connected with Cambs HIA;
<b>"New Party"</b>	means a Party admitted to this Agreement after the Renewal Date;
<b>"Original Intellectual Property"</b>	means Intellectual Property owned or licensed to a Party at the Relevant Date which is necessary or desirable for the effective or efficient operation of Cambs HIA;
<b>"Party Council"</b>	means a Party to this Agreement;
<b>"Relevant Date"</b>	means the Commencement Date or the Renewal Date or the date, if later, on which a New Party enters into this Agreement;
<b>"Renewal Date"</b>	means the date of this Agreement;

"Service"	means the Cambs HIA or the service it provides (as the context so admits);
"Working Day"	means any day other than a Saturday, Sunday or public holiday in England and Wales.

## 2. Commencement and Term

This Agreement shall be deemed to have commenced on the Renewal Date and shall continue:

- (a) as between the City Council, South Cambridgeshire and Huntingdonshire until 31<sup>st</sup> March 2022, unless terminated in accordance with the further provisions of this Agreement

## 3. Basis of Agreement

- 3.1 The Parties agree to continue to collaborate and work together in the management, operation and further development of Cambs HIA and in accordance with the principles set out in **Schedule 1** (Principles of Collaboration), the requirements set out in **Schedule 3** (Service Requirements) and the further terms of this Agreement.
- 3.2 This Agreement shall govern the arrangements between the Parties in relation to the Cambs HIA as from the Renewal Date, but without prejudice to such rights and liabilities as at the Renewal Date have accrued to each under the 2012 Agreement.

## 4. Roles, Governance and Review

- 4.1 Cambs HIA shall continue to be overseen by a Management Board, the composition, terms of reference and responsibilities of which shall be those set out in **Schedule 4** (Management Board).
- 4.2 The Lead Party shall be responsible for managing the Cambs HIA Budget and accounting for income and expenditure in accordance with the provisions of **Schedule 5** (Financial Management).
- 4.3 The Lead Party shall, in accordance with its recruitment policy, appoint the Cambs HIA Manager, whose role and responsibilities shall be those set out in **Part 1** (Key Personnel) of **Schedule 6** (Resources).
- 4.4 The Lead Party shall appoint the Cambs HIA Accountant, whose role and responsibilities shall be those set out in **Part 1** (Key Personnel) of **Schedule 6** (Resources).
- 4.5 The Parties shall, through the Management Board, make and maintain suitable arrangements to regularly monitor and review the objectives and performance of the Cambs HIA, including the resources allocated to it. Where such review results in any agreed changes to this Agreement, or to any of its Schedules, such changes shall be recorded in accordance with the variation provisions of this Agreement.

## **5. Resources**

- 5.1 The Parties shall each respectively contribute the accommodation, information and communications technology and/or staffing resources specified in **Schedule 6** (Resources) together with, in so far as reasonably practicable, such other resources, assistance and in-kind support (including staff time of those of their respective staff who are not Cambs HIA Team members) to Cambs HIA as shall be reasonably requested from time to time by the Management Board.
- 5.2 In accordance with the Principals of Collaboration, the Parties shall co-operate with and support each other and the Management Board in keeping the operational resource and accommodation needs of the Cambs HIA under review with a view to providing such resource and accommodation as shall be reasonably consistent with Cambs HIA's operational requirements.

## **6. Risks**

- 6.1 In addition and without prejudice to the respective responsibilities of the Management Board and any Key Personnel, the Parties shall each have a continuing responsibility to identify risks arising in connection with the operation of, or the discharge of responsibilities under, this Agreement or in relation to Cambs HIA's operations or responsibilities, whether specific to themselves as a Party or to Cambs HIA, or both, and shall promptly notify the other Parties and/or the Management Board (as appropriate) of any risks so identified.
- 6.2 The Parties shall develop and keep under review, through the Management Board, appropriate strategies and protocols for the management and, in so far as practicable, mitigation of such risks, including any identified by the Management Board or Cambs HIA in the course of operations.

## **7. Intellectual Property**

- 7.1 Each Party grants or shall procure the grant to the others of an irrevocable, non-exclusive, royalty-free, worldwide, freely assignable, perpetual licence of any Original Intellectual Property owned or licensed by that Party, provided that:
- (a) ownership of Original Intellectual Property shall not be affected by this Agreement, so that in relation to any Background Intellectual Property existing at the Relevant Date, ownership of it shall remain with the Party which owned it at that date; and
  - (b) in relation to any Original Intellectual Property licensed by a Party from a third party ("third party licence"), the obligation to grant or procure the grant of a licence pursuant to this clause 7.1 shall be subject to the terms of and any limitations imposed by such third party licence;
  - (c) each Party warrants to the other Parties that anything held out as its Original Intellectual Property and licenced to the other Parties pursuant to this clause 7 will not infringe the intellectual property rights of any third party.
- 7.2 All New Intellectual Property shall be owned by the Parties jointly and each Party undertakes that it will, at its own cost, at any time execute such further documents and do such acts as may be necessary for securing, confirming and vesting right, title and interest in such New Intellectual Property in the other Parties.

## **8. Indemnities**

- 8.1 Each Party shall, in equal shares, indemnify and keep indemnified the Lead Party against all liabilities, costs and expenses (including legal costs and expenses) incurred in relation to any contract, activities or commitments undertaken by the Lead Authority relating to the Cambs HIA, where the lead Party has been duly authorised to act on behalf of the other Parties and acts in accordance with that authority and/or the arrangements set out in **Schedule 5** (Financial Management).
- 8.2 Each Party ("**Indemnifying Party**") shall indemnify and keep indemnified the other Parties ("**Indemnified Parties**") fully against all third party Claims that may be brought against or incurred by one or more of the Indemnified Parties:
- (a) arising out of any act or omission pursuant to or **in** breach of this Agreement by the Indemnifying Party; and/or
  - (b) as a result of or in connection with any breach of the warranty in clause 7.1(c) (Intellectual Property).
- 8.3 The Lead Party shall be indemnified and shall be kept indemnified by the other Parties against any Claim that may be brought by or incurred in respect of any person in relation to his or her employment by one of the other Parties, including any failure to comply with duties under the Transfer of Undertakings (Protection of Employment) Regulations 2006 to inform and consult representatives.

## **9. Termination**

- 9.1 Any Party ("**Terminating Party**") may terminate its participation in this Agreement (and therefore in the Cambs HIA) upon the giving of not less than six (6) months' notice in writing to the Management Board, such notice not to expire before the last day of the Financial Year in which it is given or, where less than six (6) months remains between the giving of such notice and the last day of the then current Financial Year, the last day of the next following Financial Year.
- 9.2 Subject to the provisions of clause 12 (Force Majeure), this Agreement may be terminated in respect of a Party ("**Terminated Party**") on notice by the other Parties ("**Remaining Parties**") where the Terminated Party is in material breach of any of its obligations under this Agreement and:
- (a) the breach is incapable of remedy; or
  - (b) the breach is capable of remedy, but the Terminated Party has failed to remedy the same within sixty (60) days after receipt of a notice from or on behalf of the Remaining Parties giving full particulars of the breach and the steps required to remedy it.
- 9.3 For the purposes of clause 9.2:
- (a) a breach shall be considered capable of remedy if the Party in breach can comply with the obligation in question in all respects other than as to the time of performance, provided that time of performance in respect of that obligation is not of the essence; and
  - (b) without limitation as to any other breach of obligation which may amount to a material breach, where a Party is reasonably considered by the other Parties to be materially failing to comply with the Principles of Collaboration, such failure shall be considered to be a material breach of its obligations under this Agreement;

- (c) for the avoidance of doubt, where there are two or more Remaining Parties, the Agreement shall remain in force as between them and the termination will amount to a partial termination.

9.4 The Parties, acting through the Management Board or otherwise, may at any time mutually agree to terminate this Agreement (and therefore the Cambs HIA), on such notice as they may agree in writing, which notice shall be at least sufficient to meet the requirements of clause 10.1.

## **10. Consequences of Termination**

10.1 Upon full termination of the Agreement, the Parties shall take such steps as may be necessary in order to wind up the Cambs HIA and its operations in a fair, timely and orderly manner.

10.2 Upon partial termination of the Agreement, to the extent that such termination results in the Cambs HIA or another Party or Parties incurring additional costs that it or they would not have incurred but for the partial termination, the Terminating Party or Terminated Party (as the case may be) shall be liable for and shall pay such additional costs upon written demand accompanied by a full and complete breakdown of all the additional costs claimed together with reasonable supporting evidence.

## **11. Information**

The Parties shall procure that Cambs HIA shall comply with their and its respective obligations and follow the protocols in relation to the sharing and processing of information pursuant to or in connection with this Agreement and the operations of the Cambs HIA, as such obligations and protocols are more particularly set out in **Part 1** and **Part 2 of Schedule 7** (Information).

## **12. Force Majeure**

12.1 No Party shall be considered in breach of its obligations under this Agreement, or be responsible for any delay in the performance of such obligations, if such performance is prevented or delayed wholly or in material part as a direct or indirect consequence of a Force Majeure Event.

12.2 If the performance any Party's obligations under this Agreement is, in the reasonable opinion of that Party, delayed or affected by a Force Majeure Event, then that Party shall promptly notify the other Parties in writing, giving details of the Force Majeure Event and, in so far as it can be reasonably ascertained, the anticipated length of delay.

## **13. Notices**

13.1 All and any notices which are required to be given under this Agreement shall be in writing sent to the address of the relevant Party or Parties ("Receiving Party") given in this Agreement or to such other address as the Receiving Party may from time to time designate by notice given in accordance with this clause 13.

13.2 Notice may be delivered personally or by first class pre-paid letter post or by facsimile transmission and shall be deemed to have been served:

- (a) if by personal delivery, at the time of delivery;

- (b) if by first class, pre-paid letter post, five (5) days after posting; or
- (c) if by facsimile transmission, at the time of despatch as indicated on the facsimile confirmation receipt.

14.3 For the avoidance of doubt, notice given under the Agreement shall not be validly served if sent by e-mail.

#### **14. Status of the Parties**

14.1 The Parties acknowledge and agree that Cambs HIA is merely a name by which to identify and promote a particular shared service between them and that Cambs HIA neither has nor shall imply a legal personality separate from those of the individual Parties acting in collaboration pursuant to their respective obligations in law and under this Agreement.

14.2 Save as is otherwise expressly stated and provided for in this Agreement, nothing in this Agreement shall:

- (a) be construed as establishing or implying a merger of institutions, the establishment of a corporation, a partnership or any other form of entity whatsoever having a legal personality;
- (b) be deemed to appoint or render a Party the agent of any other Party or Parties;
- (c) entitle any Party, or to represent itself as having power or authority, to:
  - (i) incur any expenses on behalf of any other Party or Parties;
  - (ii) enter into any engagement or make any representation or warranty on behalf another Party or Parties;
  - (iii) to pledge the credit of, or otherwise bind or oblige, any other Party or Parties; or
  - (iv) undertake any liability or obligation on behalf of, or commit, any other Party or Parties in any way whatsoever without in each case, obtaining the prior written consent of the relevant Party or Parties.

#### **15. Assignment**

This Agreement is personal to the Parties and shall not be assigned or transferred, nor the performance of any obligation under it subcontracted, by any Party without the prior written consent of all the other Parties.

#### **16. Costs**

Except as otherwise specifically provided in this Agreement or as otherwise may be agreed in writing by the Parties from time to time, any and all costs incurred by any Party in relation to this Agreement and its subject matter shall be borne by that Party alone.

#### **17. Third Parties**

Without prejudice to any other right or remedy which may otherwise be available to a third party in respect of this Agreement, a person who is not a Party shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.



## **18. Whole Agreement**

- 18.1 This Agreement supersedes all prior representations, arrangements, understandings and agreement between the Parties (whether written or oral) relating to its subject matter and sets forth the entire, complete and exclusive agreement and understanding between the Parties relating to its subject matter.
- 18.2 Each party warrants to each of the other Parties that it has not relied on any representation, arrangement, understanding or agreement, whether written or oral, not expressly set out or referred to in this Agreement.

## **19. Variation**

- 19.1 Any proposed variation to the terms of this Agreement shall be presented in writing to the Management Board for consideration.
- 19.2 No variation to this Agreement shall have effect unless and until agreed in writing signed by or on behalf of each of the Parties. Such consent may be signified by a signed minute of the relevant Management Board meeting at which the relevant variation was agreed.

## **20. Dispute Resolution**

- 20.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement. In the event of any dispute arising between them, whether as to the construction or application of this Agreement or as to any issue arising under or in connection with it, the Parties shall take all reasonable steps to reach an amicable and timely solution through dialogue and negotiation between their respective representatives on the Management Board.
- 20.2 In the event that the Management Board is unable to reach agreement within sixty (60) days (or such other period as the Management Board may unanimously agree, in the circumstances of the particular case) of the dispute first being notified of the dispute, the Management Board may agree to:
- (a) escalate resolution to the respective Chief Executives of each of the Parties, or such other senior officers of the Parties as the respective Chief Executives may nominate; or
  - (b) refer the matter to external mediation, the costs of which shall be borne by the Parties in equal shares. Alternatively, such a reference may be made in the event that escalation pursuant to clause 20.2(b) fails to achieve resolution within sixty (60) days of the matter first being notified to the respective Chief Executives or their respective nominees.
- 20.3 In respect of any reference to mediation pursuant to clause 20.2(b):
- (a) the performance of the Agreement shall not be suspended, cease or be delayed by any reference of a dispute to mediation;
  - (b) if the Parties cannot agree on the choice of mediator within fourteen (14) days of the decision to refer, they shall apply for such mediator to be appointed by the Centre for Effective Dispute Resolution ("CEDR");

- (c) if considered appropriate, the Parties may at any stage seek assistance from CEDR to provide guidance on a suitable procedure for the conduct of any mediation.
- (d) if mediation produces agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by their duly authorised representatives; and
- (e) if the Parties fail to reach agreement through mediation within sixty (60) days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts or, by agreement between the Parties, to binding arbitration.

20.4 No legal or arbitration proceedings shall be instituted by any Party until the procedures in clauses 20.1 and (where instituted) clause 20.2 have been completed, but nothing in this clause 20 shall prevent the Parties from seeking from any court of the competent jurisdiction an interim order restraining another Party from doing any act or compelling another Party to do any act where it apprehends reasonably and in good faith that such an interim order shall be necessary to avoid material damage to its reputation or business, or to avoid breach of its legal obligations, or to preserve any rights of action it may have.

## **21. Governing Law**

21.1 This Agreement is made and shall be governed by and construed in accordance with English law and the Parties hereby irrevocably submit to the jurisdiction of the English courts.

21.2 If any conflict should arise between the provisions of this Agreement and the law as it relates from time to time to local government in England, the provisions of the latter shall prevail.

## **22. Publicity**

All and any press or other public announcements concerning this Agreement or the Cambis HIA shall be made only by the person or persons authorised from time to time to make such announcements by the Management Board and shall be made subject to and in accordance with the Parties' relevant policies and procedures.

**IN WITNESS WHEREOF** the Parties have executed and delivered this Agreement as a Deed in a manner legally binding upon them the day and date first above written.

**SCHEDULE 1**  
**PRINCIPLES OF COLLABORATION**

1. The Parties shall endeavour in good faith to:
  - (a) work together in the development and operation of Cambs HIA to meet their agreed aims in relation to its field of operations; and
  - (b) co-operate fully with each other and act at all times in such a way as to safeguard and further the common interests of the Parties;
2. Co-operation between the Parties shall include:
  - (a) maintaining and updating the Cambs HIA operations protocol;
  - (b) where and as appropriate, harmonising their respective administrative and other policies, procedures and structures as local authorities as the same pertain to the Cambs HIA's field of operations;
  - (c) developing and sharing resources and/or other common facilities as are necessary or appropriate to the collaboration;
  - (e) engaging in such further substantive or incidental activities as may be agreed between them from time as further facilitate or are conducive to the discharge of their collective responsibilities in relation to Cambs HIA in particular;
  - (f) such further co-operation as shall be consistent and compliant with their respective statutory and regulatory obligations as public authorities.

## SCHEDULE 2

### OBJECTIVES AND CORE SERVICES

#### 1. General

Cambs HIA is the Home Improvement Agency established by the Parties to operate across each of their respective geographical areas. Its purpose is to support disabled and vulnerable people of all ages to improve their living conditions by enabling them to remain living independently and safely in their home. The Services of Cambs HIA are provided subject to the eligibility criteria set by the individual Parties and to the level of funding each allocates from capital grants. Applications for Services may be made directly to the Cambs HIA or to the respective Parties (according to the authority area in which the applicant resides).

The strategy, scope of operation and priorities of Cambs HIA will be set out in the Business Plan as approved and amended from time to time by the Management Board on behalf of the Parties, and embraces the following core principles:

- Services will be provided in line with the relevant party's housing policies and the legislative framework as appropriate;
- Services will be made available to older people and disabled people regardless of their income. Applicants who are ineligible for grant-funded work, but who fund relevant work themselves, may be provided with technical advice and support falling within Cambs HIA's remit in return for a fee;
- In the provision of Services, including any delegated or contracted to a third party, Cambs HIA will:
  - o take account of expert guidance and recommendations, good practice, regulatory, technical and other reasonable requirements;
  - o adopt an approach that in so far as possible enables Service customers to retain choice on the solution that best fits their housing need;
  - o treat all Service applicants and customers with courtesy and respect;
  - o act only with the authority of the Service customer, or his or her legally appointed representative; and
  - o recognise the diverse needs (including cultural diversity) of Service customers.

#### 2. Service Objectives

Cambs HIA's objectives are to:

- increase the number of vulnerable people who are living in their chosen environment independently, in safe, warm, secure homes that are in good repair and appropriately adapted to their particular needs;
- increase the number of vulnerable people living in private sector accommodation that reaches the Decent Homes Standard and is free from Category 1 hazards;

- help vulnerable people to make informed decisions about the most appropriate housing solution for their needs;
- improve the quality of homes in order to reduce fuel poverty, improve well-being, prevent ill-health and reduce accidents at home;
- help vulnerable people to access unclaimed benefits and maximise income;
- help people to be successfully discharged from hospital to their own home and to help prevent people entering more institutionalised forms of care;
- help to reduce the risk of crises and emergencies amongst vulnerable people living independently which might result in a requirement for more intensive service interventions;
- provide access to information and advice to help residents, within the area of benefit, make choices about their home environment to try to make it more suitable now and in the future. This includes information and referral to other services and support.
- to deliver Services that are timely, effective and represent good value for money;
- do such other things and at such times as the Management Board may set out in the Cambs HIA Business Plan

### **3. Promotion of Services and Wider Accountability**

Cambs HIA will proactively publicise and otherwise promote the Service and its objectives by appropriate means, including:

- targeting promotion activity on geographical areas with high percentage of older people, people with disabilities and/or poor housing stock condition;
- displaying promotional material in suitable public locations, such as libraries, GP surgeries, sheltered housing schemes and day centres and on social media
- liaison with other relevant statutory service providers, such as NHS organisations including local GPs and social services agencies, as may vary from time to time
- liaison with voluntary, charitable, community sector or other relevant groups such as Age UK and Citizens' Advice Bureaux ("CABs"), Carers Trust and others as may be necessary from time to time;
- working in partnership with such other organisations including, where appropriate, entering into agreements or liaison arrangements with them with a view to achieving Cambs HIA's objectives.
- to ensure that Cambs HIA is at all times compliant with the requirements of the General Data protection Regulations in so far as obtaining permissions from customers to refer them for wider well being services.

#### **4. Core Services**

##### **4.1 General Advice, Information and Co-ordination**

(a) Cambs HIA will offer appropriate levels of advice, information and general co-ordination in respect of:

(i) Property specific issues, including

- repairs
- improvements
- major and minor adaptations
- general maintenance
- safety and security
- home insulation
- energy efficiency;

(ii) Income maximisation and sources of funding, including

- entitlement to welfare benefits
- availability of grants from statutory bodies and other agencies
- options to obtain regulated financial services including, releasing equity and accessing loans
- accessing charitable funding
- impact of certain options on benefit entitlement
- insurance claims
- savings;

(iii) referrals to a wide network of other relevant statutory voluntary, independent and third sector agencies, including advocacy services.

and act as case manager and point of contact with other service providers on the Service customer's behalf.

##### **4.2 Assessing Housing Needs**

When requested, to visit Service customers in their own homes and work with them together, where appropriate, with other agencies to assess their housing need and routes to obtain information about their housing options.

**SCHEDULE 3**  
**SERVICE REQUIREMENTS**

**A. GENERAL**

1. Private work

Cambs HIA will provide Services to households who would benefit from them but are not eligible for grant funding, subject to this not being prejudicial to the Service provided to those who are dependent on grant funding and taking account of any policies or terms approved by the Management Board.

2. Quality Assurance

2.1 The Grant Validation Officer or Private Sector Housing Officer (PSHO) of the relevant Party will inform Cambs HIA of any material issues arising from quality checks s/he may perform on submitted applications for validation.

2.2 Cambs HIA shall respond to requests for missing information and/or clarification within *five* (5) Working Days, or such other period as may be reasonable in the circumstances

3. Equality and Diversity

Each Party is classified as an 'Achieving Council' in terms of the Equality Framework for Local Government. Accordingly, Cambs HIA shall ensure, by regular review, that the Services and access to them is appropriate and accessible in compliance with that Framework as well as with any further monitoring or accessibility requirements of the Parties (or any of them), or agreed with funding providers and/or Cambridgeshire County Council.

4. Comments and Complaints

4.1 Cambs HIA shall adopt the lead party's written comments and complaints procedure and make this available to CHIA Team members and Service customers in a format which takes into account any disabilities or communication difficulties any CHIA Team member or Service customer may have.

4.2 Cambs HIA shall advise the Management Board and the Parties of any service complaints that are not resolved to the complainant's satisfaction under the complaints procedure and have regard to the relevant Partner's views when deciding the most appropriate course of action to take.

4.3 Complaints relating to the policies of the relevant Party, including as to eligibility, level of work undertaken or availability of capital funding will be referred back to the relevant Partner to deal with where appropriate.

5. Electronic Document Management and Storage

Cambs HIA shall ensure that all documents relating to Service customer's in each Party's administrative area are recorded appropriately on the Electronic Document Management system (EDM) to identify the relevant local authority area of residence.

6. Publicity

- 6.1 Cambs HIA will consult with all Party's on the publication of related joint initiatives which might be of interest to Service customers.
- 6.2 Cambs HIA will maintain and develop the Cambs HIA website as a source of information about its Services and related services. The Parties will assist in the establishment and development of effective links with their own websites and other key website links.

7. Contractors

- 7.1 Cambs HIA will maintain and develop a comprehensive list of approved Contractors, in accordance with the [Public Sector Procurement Regulations 2015](#).
- 7.2 All contractors engaged on grant funded work will be required to comply with the conditions laid down for approved contractors, the Cambs HIA Contractors Code of Conduct and any other requirements as approved by the Management Board or Partner policy.

8. Grants/Assistance Policy and Processing

- 8.1 Disabled Facilities Grant referrals received directly from third parties, subject to the relevant procedural requirements, shall be processed in accordance with the respective Partner's Grants policy and the requirements of current legislation.
- 8.2 Repairs Assistance enquiries received from third parties (including for example GPs) or referred by the Partners (who will have carried out initial eligibility checks) shall be processed in accordance with the relevant Partner's Renewals Assistance Policy (as may be varied from time to time, subject to the necessary approval, to enable closer procedural alignment).
- 8.3 Cambs HIA shall forward valid applications for Disabled Facilities Grants or Repairs Assistance loans/grants to the relevant GVO or PSHO for approval consideration.

**B. FINANCIAL ARRANGEMENTS**

1. Normal fee payments to Cambs HIA

The maximum fee charged to Service customers by Cambs HIA in any Party's administrative area shall be determined by that Party.

2. Frequency and records of payments

- 2.1 Every Party will pay to the Cambs HIA Budget quarterly (by the middle of the following quarter) one quarter of the estimated annual fees due to Cambs HIA, subject to review after the second quarter, with final adjustment once the actual fees due for the Financial Year are calculated and agreed. Subject to the foregoing, the final adjustment shall be paid by end of the month following the receipt of invoice.
- 2.2 The GVO or PSHO of the relevant Party shall maintain and submit to the relevant Party's finance team and to the Cambs HIA Accountant, for each quarterly period a record of fees charged to Service Customers per job and the applicable percentage and amount. Fees shall only be charged for completed jobs (paid), unless otherwise agreed by the GVO or PSHO. The GVO or PSHO shall submit their final fees for the year by 5<sup>th</sup> April in each year to the HIA Accountant, The HIA Accountant shall provide the annual adjustment fee invoice to the relevant council's finance teams and GVO or PSHO by 30 April for the preceding Financial Year, detailing total fees due less the value of on account payments already paid by the Party.



2.3 Each Party shall pay Cambs HIA its annual adjustment invoice within thirty (30) days of receipt, provided there is no dispute outstanding.

3. Party indicative capital programmes

3.1 Each Party will provide an indicative capital budget to the Cambs HIA Accountant to assist in the budget setting process.

3.2 Party capital budgets for the forward financial years are yet to be settled, but for indicative purposes the budgets requested are shown below including the County Council grant via central government.

Party	DFG (including county grant)	Repairs Assistance	Year
City Council	TBC	TBC	2019/20
South Cambs	TBC	TBC	2019/20
Huntingdonshire	TBC	£0	2019/20

3.3 The DFG budget is inclusive of assumed County Council grant contribution via central government Department of Health and the Better Care Fund. Future arrangements are subject to negotiation and agreement. If the actual grant received is less than the above, the budget provision will be reviewed.

3.4 All reasonable efforts must be made to ensure that any material changes having the potential to impact on the capital programme during the year, not otherwise publicly notified, are reported to the Cambs HIA Accountant and to the Management Board as a matter of priority.

4. Service Customer Contributions

Cambs HIA shall notify Service customers that their contributions are to be paid direct to Party councils. This notification shall be in advance of grant approval or prior to the commencement of the relevant works (as the case may be) or during works where a variation has occurred.

5. Third Party Contributions

5.1 Upon written notification from the third party that they will make a contribution towards the grant Cambs HIA will progress the grant or loan to validation stage.

6. Feasibility Studies and Abortive works

6.1 Cambs HIA reserves the right to charge a fee up to the maximum for any work completed by the agency where work does not proceed to a grant. This should be proportionate to the time and resources deployed on the individual project.

6.2 Cambs HIA will seek agreement in advance, for each occasion, with the relevant GVO or PSHO for feasibility studies when funding is being sought for feasibility of proposed works by the engagement of third parties e.g. structural engineer's report.

6.3 Cambs HIA shall seek agreement, on each occasion, for any payment or for abortive works e.g. architectural design completed but grant does not go ahead where the payment sought is for the architectural design element alone.

7. Payments to contractors

7.1 Payments to Contractors will be made in accordance with the procedures, timescales, systems and statutory obligations of the relevant Party as notified by each of the Parties to Cambs HIA and as subsequently advised by Cambs HIA to the contractors and suppliers concerned.

7.3 Cambs HIA shall notify the relevant Party council or PSHO at its earliest opportunity and within twenty-four (24) days of the date of the invoice when an invoice is in dispute with the contractor. This is to enable this dispute to be recorded on the relevant Party council's payment system.

7.4 The final certificate of completion shall certify that the works have been verified or inspected and shall be accompanied by the designated form, signed by the Service customer.

**C. INPUTS REQUIRED OF THE PARTY COUNCILS**

1. Policy Advice

Each Party council will:

1.1 provide day to day policy advice and direction to the Cambs HIA Manager and Cambs HIA Team on the interpretation of the relevant council policies and legislation as required;

1.2 discuss with and advise the Cambs HIA Manager of any amendments to relevant council's grants policy or legislation that may affect Service customers;

1.3 discuss on a regular basis complex cases in order to progress them to an eventual outcome following a report to the relevant GVO or PSHO;

1.4 share information on regulatory compliance and good practice requirements.

2. Grant Approvals/Forecast of capital spend

2.1 Each Party council will approve grant and/or loan applications within a fourteen (14) working days target and send the customer a grant approval letter, allowing fourteen

days cooling off period prior to the relevant Party council notifying the successful contractor(s). A customer may waive this period if they so choose.

- 2.2 The relevant GVO or PSHO shall provide Cambs HIA on a monthly basis details of projected capital grant spend to the end of the financial year for forecasting and budget management purposes.

3. **Service Customer Contributions**

The relevant GVO or PSHO shall record service customer contributions against individual grant and loan payment records and notify Cambs HIA that payment has been received.

4. **Third Party Contributions**

The relevant GVO or PSHO will arrange the invoicing of the third party.

5. **Service customer surveys**

The relevant GVO\PSHO will issue, analyse and assist the CHIA Manager to prepare reports on Service customer satisfaction, or co-operate with any other such arrangement according to reporting procedures approved from time to time by the Management Board.

#### **D. PROCESS WHERE SERVICE CUSTOMERS CHOOSE NOT TO USE CAMBS HIA**

The Party councils are committed to informed customer choice. It is recognised that the occasions when the Service customer chooses not to use Cambs HIA are few in number. The principle at all times should be to encourage the Service customer to make an informed decision about their options.

#### **E. PARTY SPECIFIC SERVICE REQUIREMENTS**

1. **Grant Policy**

Each Party shall have the right to apply any policy in respect of Services delivered by Cambs HIA to residents in that Party's administrative area.

2. **Fees Policy**

The maximum fee charged to Service customers by Cambs HIA for the Services in any Party's administrative area shall be not greater than 15% of the net cost of the works, unless otherwise recommended by the Cambs HIA Board and agreed by the Party. The net cost shall be exclusive of VAT, but taking account of VAT liability for this service.

## **SCHEDULE 4 MANAGEMENT BOARD**

The Management Board's role is to: oversee the activities of the HIA, and work with & support the manager in managing and developing the service. It does not replace the role of the manager's direct line manager. As a member of staff directly employed by the host authority, the HIA manager is a full member of the board.

### **Functions**

The Management Board shall be responsible for, amongst other things:

- (a) approving the Business Plan and any changes to it from time to time;
- (b) overseeing Cambs HIA's strategic direction and development;
- (c) developing policies governing the scope and conduct of Cambs HIA operations;
- (d) approving any material changes to the scope of Cambs HIA's operations;
- (e) management and review of the Cambs HIA budget, subject to and as provided in the provisions of **Schedule 5** (Financial Management)
- (f) monitoring Cambs HIA activities and performance

The Management Board may delegate some or any of its responsibilities to the Cambs HIA Manager or any other working group as it sees fit to achieve Cambs HIA objectives. For major policy or inter-agency developments, any such working group shall consist of the authorised representatives of one or more Parties or any other bodies which the Management Board decides should be consulted.

### **Reporting**

In addition to any other reporting activities or enquiries it may institute from time to time, The Management Board shall commission, receive and consider the following periodic reports in relation to the activities of Cambs HIA:

#### **Annual Report**

The Annual Report shall include the following:

- an overview of the previous year's activity and volumes of work;
- an income and expenditure statement, detailing separately the capital expenditure for each Party;
- a copy of revenue accounts relating to the service for the previous Financial Year;
- any proposals for future service development.

#### **Quarterly Reports**

Quarterly Reports shall be structured so as to allow comparison of information for each of the Parties' administrative areas and, in addition to any other matters as the Management Board may from time to time decide, shall include:

- An overview - A brief overview from the Cambs HIA Manager of the operation of the service;
- Performance - A report on performance against performance targets agreed by the Board.

- Formal complaints - Brief details of any complaints received and how these have been dealt with;
- Health & Safety - A report on any health and safety incidents arising in connection with the service during the quarter;
- Staffing - A summary of any staffing changes or issues arising during the quarter;
- Financial - A report on operational costs, fee income, revenue accounting etc.
- Service developments including working with partners or other agencies to achieve the organisations objectives

### **Membership**

1. The membership of the Management Board shall consist of one senior representative from each of the Parties nominated by and at the sole discretion of the relevant Party. In the event that the nominated officer is unable to attend a meeting, he or she may appoint a substitute of suitable seniority to represent him or her at that meeting.
2. The Chairperson ("Chair") of the Management Board shall be decided by the members annually at the first meeting in each Financial Year.
3. Where the Chair is unavailable to chair a meeting, the remaining Party representatives shall agree one of their number to act as the Chair for that meeting.

### **Meetings**

1. Subject to the provisions of this Schedule, the Management Board shall regulate its proceedings in such proper manner as it sees fit.
2. Meetings of the Management Board shall be convened by the HIA Manager on a quarterly basis or such other times as may be agreed by the Management Board.
3. All decisions at meetings of the Management Board shall be collaborative and require a majority vote, save that any decision to amend or vary any provision of the Agreement shall require a unanimous vote.
4. A representative from each Party is required to be present before a Management Board meeting shall proceed, unless prior approval has been obtained from the absent representative or representatives to proceed with the meeting.
5. No meeting of the Management Board shall proceed, notwithstanding any prior consent obtained from one or more absent representatives, if the number of representatives present constitutes less than a majority of the Management Board.
6. In relation to any matter raised at a Management Board meeting, a representative who has any personal or institutional interest that a reasonable person would consider is likely to be at odds or conflicts or competes with the subject matter under discussion shall declare that interest before any discussion of the matter takes place. He or she shall refrain from taking part in any discussion and/or voting in relation to that matter unless all the remaining members of the Management Board then present decide otherwise. The Chair (or the Chair of the meeting) shall cause such declaration of interest and any decision of the Management Board in relation to it to be recorded prominently in the minutes of that meeting.

## **Board Support**

1. Administrative support to the Management Board will be provided through the Cambs HIA Manager, or through such other arrangements as the Management Board may from time to time determine.
2. Agenda items for meetings should be sent to the Cambs HIA Manager at least ten (10) Working Days prior to the date of the relevant meeting, but this requirement shall not inhibit the later inclusion or tabling of agenda items with the consent of the Chair.
3. Save as otherwise permitted by the Chair from time to time, agendas and papers will be sent out at least five (5) Working Days in advance of each meeting, and draft minutes will be sent out within ten (10) Working Days of each meeting (subject to operational priorities or other exceptional circumstances).
4. The Cambs HIA Manager shall prepare the draft annual and quarterly reports on behalf of the Management Board and, save in exceptional circumstances, circulate them at least five (5) days before Management Board meetings.

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**SCHEDULE 5**  
**FINANCIAL MANAGEMENT**

**1. Financial Responsibility**

- 1.1 The Lead Party will be responsible for the financial administration of the Cambs HIA Budget and will account for income and expenditure using its own regulations and controls. The Lead Party will also ultimately be accountable to external funding agencies for the use of these funds but shall be entitled to be indemnified by the other Parties in accordance with the provisions of clause 8 of this Agreement.
- 1.2 The computerised finance system of the Lead Party must provide separate ledger accounting for the Cambs HIA Budget and a complete audit trail shall be provided for income and expenditure purposes.

**2. Budgeting**

- 2.1 The Management Board will be responsible for management of the Cambs HIA Budget and may exercise its discretion to delegate this role to the Manager of Cambs HIA.

**3. Income**

- 3.1 All sources of Cambs HIA income will be paid directly into the Lead Party's bank account. Receipt of all sources of income will be checked by the Lead Party against the Cambs HIA Budget and any discrepancies investigated and reported to the Management Board by the Cambs HIA Accountant.
- 3.2 Grant, fees or other income due from bodies other than the Parties will be claimed by the Cambs HIA Manager or Cambs HIA Accountant under the procedures of the Lead Party. Financial contributions due from Parties will be invoiced from time to time through the Lead Party's sales ledger.

**4. Cost Sharing Mechanism**

- 4.1 The annual operating surplus (or deficit) on the Cambs HIA Budget in any one Financial Year shall be apportioned to the Parties pro rata to the fee income generated within each Party's district for the corresponding Financial Year. The annual operating surplus (or deficit) shall be the balance remaining after deduction of the direct operational costs of Cambs HIA, the actual cost of operational support and other services provided by the Lead Party to Cambs HIA and payment in the agreed sum to South Cambridgeshire for as long as this Party provides the primary office location for Cambs HIA and the agreed sum to Huntingdonshire for so long as this Party provides ICT equipment and services.
- 4.2 When CHIA has an operating deficit, the loss will be apportioned to the Parties based on **budgeted** fee income (excluding any other sources of fee income e.g. private, Registered Housing providers). When there is a surplus, this will be allocated to the Parties based on **actual** fee income generated (excluding any other sources of fee income).
- 4.3 The Management Board may agree to retain any operating surplus up to £10,000 (or any such higher sum that is in accordance with their authorities delegation

procedures). Unless any operating surplus is retained by agreement of the Management Board to enable the development of Cambs HIA, any annual operating surplus shall be refunded to the Parties within thirty days of the close of the Cambs HIA Budget accounts at the end of each Financial Year.

- 4.4 In the event of an annual operating deficit, the Parties shall pay their apportioned part within thirty days of invoice by the Lead Party but, unless there are exceptional circumstances accepted by the Management Board. A review of the Cambs HIA by the Management Board shall also be started within 3 months of the end of the Financial Year in question.

## **5. Reporting**

- 5.1 The Lead Party will produce a quarterly statement of accounts showing current income and expenditure against budget to date together with associated variances. This statement will be used to report to the Management Board at quarterly intervals (or other frequency as requested) on the current financial position, together with an update of the forecasted out-turn to the end of the Financial Year.
- 5.2 All Parties shall have a right to inspect all records and documentation from time to time relating to Cambs HIA income and expenditure upon reasonable notice.

## **6. Audit**

- 6.1 The Lead Party's auditors will provide an independent audit report to the Parties on the operations, oversight and accountability to partners of Cambs HIA. Their work will also serve to provide the audit certification if it is required by any Government departments or agencies or the Parties to this Agreement.
- 6.2 The reasonable costs of the audit will be recharged directly to the Cambs HIA Budget.
- 6.3 Any Party which is allocated funds from the Cambs HIA Budget shall hold and provide on request of the Management Board an audit trail of records with respect to the allocated funds and shall at its own expense provide copies of any such records on request to the Lead Party or the Management Board.

## **7. Review**

- 7.1 These financial management arrangements may be reviewed at intervals by the Management Board. Any revisions shall be minuted and set out in writing for approval by all Parties.

## **8. Exit strategy and treatment of wind up costs**

- 8.1 Should Cambs HIA end for any reason each Party shall pay an equal amount of any costs that relate to the ending of Cambs HIA. This shall include but will not be limited to any redundancy costs of any of the Cambs HIA Team should this occur.



## **SCHEDULE 6**

### **RESOURCES**

#### **PART 1 - KEY PERSONNEL**

##### **A. CHIA Manager**

The role of the CHIA Manager will be to:

- (a) lead an effective home improvement agency service operating across the Party Councils' respective administrative boundaries;
- (b) manage the CHIA Team in providing comprehensive advice, practical help and support to vulnerable householders requiring repairs, improvements and adaptations to their home to maintain independence and ensure comfort and safety. This will include having a strategic focus and taking a lead role in the development of the home improvement agency;
- (c) managing the financial and administrative resources of the home improvement agency within budget, ensuring the Partner Councils' respective grants budgets are spent;
- (d) meeting performance indicators and targets in line with good practice guidance and funding agencies' requirements, monitor agency performance;
- (e) be accountable and report to the Management Board;
- (f) discharge such other responsibilities as the Management Board may from time to time determine.

##### **B. CHIA Accountant**

The Lead Party's Business Manager/Principal Accountant (Housing) shall act as the CHIA Accountant and perform those tasks identified in this Agreement and as otherwise agreed by the Parties and/or the Management Board.

Financial management, monitoring and reporting, business planning, budget setting and preparation of year end accounts are provided to Cambs HIA by the Housing Finance Team who form part of a shared housing finance service between the City Council and South Cambridgeshire.

The team is led by the Business Manager / Principal Accountant (Housing) who is responsible for strategic financial planning, business planning and financial management for the Housing Revenue Account at both authorities, in addition to supporting the Housing General Fund functions delivered by both authorities. The team also provides strategic financial planning, business planning and financial management services to two housing companies, one which is wholly owned by the City Council and the other by South Cambridgeshire.

## **Part 2 - STAFF**

### **A. Cambs HIA Team**

1. The CHIA Manager will procure sufficient and appropriately trained staff to run Cambs HIA.
2. For the purposes of employment legislation, and with the benefit of the indemnities in clause 8, the Lead Party shall be the employer of the Cambs HIA Team members, including the Key Personnel, and shall be reimbursed from the Cambs HIA Budget for all salaries, costs and expenses reasonably and properly incurred in the provision of Cambs HIA Team members.

### **B. Secondees**

1. Any staff who are seconded by a Party to Cambs HIA for whatever purpose shall remain at all times the employees of that Party and shall remain bound by that Party's terms and conditions of employment, health & safety policy, disciplinary policy and capability policy.
2. At the end of the period of secondment or the termination of this Agreement, whichever is the sooner, such seconded staff shall resume their normal duties for the Party concerned.

## **PART 3 -ACCOMMODATION**

### **A. Accommodation & Facilities**

1. The Parties will make and periodically review (at such intervals as they may from time to time determine) the nature and location of the physical resources (including space, furniture and equipment) as each shall provide to facilitate the undertaking of the Services in their respective administrative areas by the Cambs HIA team.
2. Use of such resources shall be subject to, and Cambs HIA will comply with, such guidelines and requirements as each Party may reasonably specify, including requirements as to:
  - access and security
  - visitors and meetings
  - travel and car parking
  - health, safety and welfare
  - building systems
  - good housekeeping

#### **PART 4- INFORMATION & COMMUNICATIONS TECHNOLOGY ("ICT")**

**Huntingdonshire** shall provide the ICT equipment and services set out in this Part of this Schedule 6 (Resources)

1. Huntingdonshire will:
  - (a) provide the Cambs HIA Team with access to the following Third Party Software to enable them to carry out the tasks described in this Agreement:  
3C ICT Services - Information@Work System; Civica Authority  
and other specialist software required to deliver the Cambs HIA service (e.g. AutoCAD). This will include any systems procured to replace said systems.
  - (b) provide and maintain the Cambs HIA Team with the following IT equipment, or other suitable and appropriate equipment by agreement, to enable them to carry out the tasks described in this Agreement:  
EDM PC/scan station;  
EDM Scanners;  
Laptops and associated docking station and monitors as required; and  
Remote Access Points and Remote Working Tools as required  
1 x MFD at Cambourne as required
  - (c) provide the Cambs HIA Team with necessary network connections to enable them to access Huntingdonshire's network and the systems listed in 1(a) above.
  - (d) provide and maintain for designated GVO or PSHO officers in all Party councils with the following IT equipment, or other suitable and appropriate equipment by agreement, to enable them to carry out the relevant tasks described in this Agreement:  
Access to EDM PC/scan station  
Access to EDM Scanners  
Laptops and associated docking station and monitors as required  
Remote Access Points and Remote Working Tools as required as required
2. The right is reserved to change the Third Party Software described in 1(a) at any time during the lifetime of this Agreement subject to giving the Cambs HIA Manager three months' written notice of any such proposed change.
3. The services mentioned in 1. above will be delivered in accordance with 3C ICT's Shared ICT Services Catalogue (howsoever titled from time to time).

4. The City Council and South Cambridgeshire (as applicable) shall, without charge to 3C ICT:
- (a) be responsible for:
    - (i) the provision and maintenance of the operational and environmental conditions necessary for the proper functioning of the IT Equipment with which the Software is used;
    - (ii) the safe custody of the IT equipment mentioned in 1(b) above at their premises at any time;
  - (b) ensure that the Third Party Software, and the IT equipment, are operated in a proper manner, and that any hardware and operating system software, not specified by Huntingdonshire is compatible with the Third Party Software;
  - (c) provide 3C ICT with such computer facilities (including computer consumables, storage, and data preparation and communications facilities), data, information, documentation, and personnel, as 3C ICT may reasonably require for the purpose of complying with its obligations under this Part of this Schedule 6 (Resources);
  - (d) appoint a competent person who will (i) act as 3C ICT's contact person, (ii) will be responsible for providing any facilities which may be required by 3C ICT for the purposes of this Part of this Schedule 6 (Resources) and (iii) co-operate fully with 3C ICT's personnel in the performance by 3C ICT of its obligations under this Part of this Schedule 6 (Resources);
  - (e) take all reasonable measures to ensure that the Third Party Software does not leave its possession or control whether by loan, theft or otherwise;
  - (f) not make copies of the Third Party Software or any part thereof on any medium whether machine or in printed or other form except for the purpose of having a reasonable number of spare machine-readable copies of the Software available in case of accidental erasure (subject to the reproduction on all copies of copyright notice(s) that appear in original programmes and/or on the original media on which the Software is delivered);
  - (g) not interfere with, alter, decompile or amend the Third Party Software or any part of it or make any derivative works;
  - (h) not modify or enhance or allow any third party to modify or enhance the solution, other than 3C ICT or any agent of 3C ICT authorised for this purpose, or by written agreement with 3C ICT. The Parties each acknowledge that any modifications or enhancements they or any of them may carry out or allow to be carried out in breach of this paragraph 5(h) shall be at their own risk and shall constitute a material breach of this Part of this Schedule 5 (Resources);
  - (i) not allow persons other than Cambs HIA Team members, designated GVO or PSHO officers, accredited contractors and agents concerned in the operation of Cambs HIA to have access to the IT equipment or Third Party Software;
  - U) upon termination of this Agreement for whatever reason, to cease use of the Third Party Software and at 3C ICT's request to destroy or deliver up to 3C

ICT all copies of the Third Party Software or any part thereof in the possession or under the control of the respective parties;

- (k) ensure that all staff who use the IT equipment and Third Party Software abide by the terms of the 3C ICT Usage Documents and undergo appropriate Government Connect and other security training and sign the 3C ICT Security Verification Form before using the IT equipment and Third Party Software;
5. 3C ICT will not provide office-based VoIP telephones as these are provided by SCDC.
  6. Each Party must take all reasonable care and employ appropriate physical, technical and organisational safeguards to the personal data stored on the IT equipment. Parties must agree on the standards required for protecting the data, for example, the storage safeguards for information in hardcopy and electronic format, security of data in transmission, security standards for access to the data. Higher safeguards will be required where the personal data is of a sensitive nature.

Staff should only have access to personal data in order to perform their duties in connection with the Cambs HIA. Technical and physical safeguards should be in place to restrict access to the information only to authorised staff for example, password control.

Staff employed by all parties with access to personal data will ensure they are compliant with the requirements of the General Data Protection Regulations (GDPR).

Each Party will be required to conform to 3C ICT's Information Security Policy and ICT Usage Policies (howsoever titled from time to time).

Staff must operate a clear desk policy, ensuring that no records are left on their desk.

Any IT system or network used must have sufficient security to ensure there is no unauthorised access.

## INFORMATION

### PART 1 - GENERAL

For the purposes of this Part of this Schedule 7 (Information) the following terms and expressions shall have the following meanings:

"Confidential Information"	means all information disclosed by one Party (" <b>disclosing Party</b> ") to another Party (" <b>recipient Party</b> ") provided that such information is clearly marked as confidential or is accompanied by a written statement that the information is confidential or proprietary or would otherwise appear to a reasonable person to be confidential or proprietary;
"Data Processor"	shall have the same meaning as is set out in the GDPR;
"GDPR"	means the General Data Protection Regulation;
"DPA"	means the Data Protection Act 2018;
"EIR"	means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;
"FOIA"	means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;
"Information"	has the meaning given under section 84 of the FOIA;
"Personal Data"	shall have the same meaning as is set out in the GDPR/DPA.

1. The Parties shall comply with any notification requirements under the GDPR/DPA and will duly observe all their respective and collective obligations under the GDPR/DPA that arise in connection with this Agreement.
2. Notwithstanding the general obligation in 1. above, where one Party ("**Processing Party**") is processing Personal Data as a Data Processor for another Party, the Processing Party shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data and to guard against unauthorised or unlawful processing of and accidental loss or destruction of, or damage to, the Personal Data, as required under article 5(1)(f) of the GDPR and shall:
  - 2.1 provide the other Party with such information as the other Party may reasonably require to satisfy itself that the Processing Party is complying with its obligations under the DPA;
  - 2.2 promptly notify the other Party of any breach of the security measures required to be put in place pursuant to this paragraph 2; and

- 2.3 ensure that it does not knowingly or negligently do or omit to do anything that places the other Party in breach of that Party's obligations under the DPA.
3. The Parties acknowledge that they are each subject to the requirements of FOIA and EIR and shall assist and co-operate with each other (at their own expense) to enable each party to comply with the Information disclosure requirements of FOIA and EIR.
4. Each Party shall use its best endeavours to keep in strict confidence, and shall procure that its employees, agents and advisors keep in strict confidence, all and any Confidential Information acquired by it (whether directly or indirectly) concerning any other Party in consequence of this Agreement and/or its participation in Cambs HIA.
5. Other than with the prior written consent of the disclosing Party, no recipient Party shall disclose Confidential Information other than for the purposes of this Agreement and/or Cambs HIA (including, as necessary, disclosure to its own employees, agents and advisors) provided that this prohibition shall not apply in respect of Confidential Information that the recipient Party can prove:
  - (a) was already known to it before it received it from the disclosing Party;
  - (b) was subsequently disclosed to it lawfully by a third party who did not obtain it (whether directly or indirectly) from the disclosing Party;
  - (c) was in the public domain at the time of receiving it or has subsequently entered into the public domain other than by reason of breach of this paragraph 5 or of any obligation of confidence owed by the recipient Party or by any related third party to the disclosing Party;
  - (d) was required to be disclosed by law, order of a court of competent jurisdiction or a governmental or regulatory body.
6. Records of grants and assistance will be kept by Cambs HIA and the relevant Party following grant completion for such period or periods as the Management Board shall from time to time determine, or in line with the data retention policy of the Party current from time to time (whichever period is the longer). Records will be made available to the relevant Party on request.
7. The provisions of this Part of this Schedule 7 (Information) shall survive termination of the Agreement.

## **PART 2-INFORMATION SHARING PROTOCOL \*\*\*onwards\*\*\***

The Parties shall share information about Service customers to improve quality of service and to enable integrated working. Such information sharing shall be conducted in accordance with this Protocol ("**ISP**").

### **1. ISP ownership**

This ISP is owned equally by all participating Partners and is coordinated and administered on their behalf by Cambs HIA and the relevant data managers for each Party.

### **2. Data Managers**

- 2.1 The Manager for Cambridge City Council is the post holder from time to time of Grant Validation Officer, who has operational responsibility for the data.
- 2.2 The Data Manager for Huntingdonshire District Council is the post holder from time to time of Private Sector Housing Officer, and designated team members, who have operational responsibility for the data.
- 2.3 The Data Manager for South Cambridgeshire District Council is the post holder from time to time of Grant Validation Officer, who has operational responsibility for the data.
- 2.4 The Data Manager for Cambs HIA is the Cambs HIA Manager. This post holder is responsible for the co-ordination, operational procedures and compliance with this agreement for Cambs HIA. The Manager is also accountable to the Management Board.
- 2.5 The information must only be used for the purposes stated in paragraph 3. The agreement of the relevant Management Board member (for council specific information) or approval from the Management Board must be sought before using shared information for any other purpose. See section 5 below.
- 2.6 Parties receiving shared information must review the need to continue to hold it after 6 months and must destroy it after 12 months or such longer or shorter period as may be prescribed by law. The outcome of review or destruction must be notified to the relevant Data Manager.

### **3. Scope and purpose of the information-sharing project**

- 3.1 The scope of the information-sharing project is the administration of the Cambs HIA shared service. The purpose of sharing information is to facilitate the efficient and effective administration, delivery, monitoring and planning of the service in the interests of Service customers, service commissioners and service partners.
- 3.2 The information to be shared by Partners is: names and addresses of Service customers; personal data relating to family, medical, housing and financial circumstances, data related to applications for grant or loan funding or other sources of financial contributions to complete agreed works
- 3.3 The information exchange must be proportionate and should be the minimum amount needed to achieve the purpose identified in Section 3. Where practicable, data that does not identify individuals (anonymising the data) will be used.

The Cambs HIA Manager identifies the details and the type of data disclosed.



- 3.4 In accordance with the statutory duty to co-operate with other councils, information can be exchanged to enable the effective planning, operation and delivery of the Cambs HIA service, provided this complies with data protection principles, regulations, good practice and the terms of this Agreement.
- 3.5 Information may be exchanged to enable the effective planning, operation and delivery where appropriate or necessary with third parties where consent has been obtained.
- 3.6 Cambs HIA will maintain and develop a privacy impact assessment and procedures approved by the Management Board taking account of good practice and regulation.

4. Methods of sharing information

- 4.1 The format of information to be shared includes: application forms; assessments and reports; supporting documentation, communication with the customer or their representatives and other agencies involved in their case.
- 4.2 The frequency with which the information will be shared: As necessary for the effective progression, assessment, review and completion of the case.
- 4.3 Sharing and transferring information includes, for example: via electronic case records; via scanned documents; via GCSX; via e-mail; via encrypted USB sticks; via hard-copy documents.
- 4.4 Each Party will keep a record of the information it has shared using the electronic data management system and case file records.
- 4.5 The Data Managers listed at paragraph 2 above are responsible for exchanging data and ensuring all reasonable steps are taken to ensure data is accurate.
- 4.6 Access to this information includes the following post holders:  
Cambs HIA Team members; Grant Validation or PSHO officers in the Party councils; financial officers in the Party councils; legal officers in the Party councils.  
When consent has been given by the customer relevant and necessary information is shared with other stakeholders including legal representatives, specialists and other professionals, carers, friends and family, contractors, grant giving bodies and organisations providing other support and services or acting as advocates.
- 4.7 As part of Cambs HIA's wider role on case review panels i.e. receiving and using information on Service customers outside Cambs HIA's geographical area of benefit but within existing procedural arrangements (currently mainly within Cambridgeshire or may be resident in this area)
- 4.8 In exceptional circumstances, required by legislation, to perform a public function or to safeguard the interests of the customer, information will be disclosed without the consent of the client. This will only be done in clearly prescribed circumstances and in accordance with the Cambs HIA and Lead Partner policy and procedures.

4.9 The information must be stored securely in accordance with operational procedures and policy of the Cambs HIA and the Lead Party (taking account of the requirements of Huntingdonshire as the provider of ICT services and support).

## 5 Further Use of Data

5.1 Partners agree to further use of the information in a suitably anonymised form to assist in future planning for Cambs HIA and to support wider strategic and long term planning by Party councils and other agencies.

5.2 For any further access or use of data not specified in this Agreement, the consent of the relevant Management Board member (for Party specific information) or approval from the Management Board must be given.

## 6. Legal basis for sharing information

6.1 Each Party must be able to identify the lawful basis for exchanging this data.

6.2 To ensure that the processing is fair and lawful, ensure that each Partner receiving, holding and processing information, is able to identify the relevant reason for doing so in schedule 2 or 3 (if sensitive information) of the Data Protection Act 1998.

6.3 This ISP has been developed to achieve the objectives set out in section 3 above. It is the intention that all aspects of information sharing and disclosure relating to this ISP shall comply with all applicable legislation that protects personal data;

6.4 Sharing personal information in accordance with this ISP is lawful under the Data Protection Act 1998 schedule 2/3 conditions:

The data subject has given his/her consent to the processing; and/or

The processing is necessary for the exercise of statutory functions of the Party councils.

## 7. Refusal to consent to share personal information

7.1 Occasionally, an individual may refuse to give consent to share their information. Where it is lawful to share such information in spite of the refusal, the Data Controller must record the refusal of consent and the reasons for overriding that refusal.

7.2 The Data Controller is responsible for ensuring that data subjects are advised that their information is being or may be shared.

## 8. Subject Access Requests and Complaints

8.1 Partners will use their standard organisational procedures to deal with subject access requests or complaints from the public arising from information sharing under this protocol.

8.2 The Cambs HIA Manager will ensure that Subject Access Requests that require information and support from Cambs HIA are dealt with appropriately, taking account of the relevant Party's organisational procedures.

## 9. Information security

9.1 Partners and the relevant Data Manager receiving shared information will:

- Ensure that their employees are able to access only the shared information necessary for their role and for business continuity purposes;  
Ensure that their employees are appropriately trained so that they understand their responsibilities for confidentiality and privacy, and
  - Protect the physical security of the shared information.
- 9.2 Each Partner signing this ISP agrees to adhere to the appropriate standards of security. If there is a security breach in which data received from another party under this ISP is compromised, the originator and appropriate teams will be notified at the earliest opportunity.
- 9.3 If Partners do not have a protective marking scheme, which includes handling rules, the following points should be considered:
- Ensure that unauthorised staff and other individuals are prevented from gaining access to personal data;  
Ensure visitors are received and supervised at all times in areas where personal data is stored;  
Ensure that all computer systems that contain personal data be password-protected.
- 9.4 The level of security should depend on the type of information held, but ensure that only those who need to use the data have access and that they follow the following instructions:
- Lock workstation/PC (ctrl-Alt-Delete) when not in use
  - Lock away disks, tapes or printouts when not in use
  - Ensure all portable devices including phones, laptops etc are held securely and in accordance with the lead authorities data and hardware security policies.
  - Ensure all new software is virus-checked prior to loading onto an authority machine. Do the same for disks
  - Exercise caution in what is sent via email and to whom it is sent, do not transmit personal data unless it is done so securely and by using encryption.
  - Check that the intended recipient of a fax containing personal data is aware that it is being sent and can ensure security on delivery
  - Ensure paper files are stored in secure locations and only accessed by those who need to use them
  - Do not disclose personal data to anyone other than the Data Subject unless you have the Data Subject's consent, or it is a registered disclosure, required by law, or permitted by an exemption under the Data Protection Act 2018 or by GDPR.
  - Do not leave information on public display in any form. Clear desk at the end of each day and lock sensitive material away safely

## 10. Quality Assurance

- 10.1 The quality assurance checks are: set out in Cambs HIA and partner authorities policies and operational procedures. This includes for example:

- Internal system checks conducted by Cambs HIA & by Huntingdonshire as the provider of the ICT equipment and support (see **Schedule 6** (Resources))
- Data Manager checks
- Preparation for and monitoring reports to the Cambs HIA Board (quarterly or as requested)
- Audit arrangements
- Verification by the customer or other agencies

10.2 Parties receiving shared information are responsible for applying relevant quality assurance before using the information.

If information is found to be inaccurate, it is the responsibility of the Partner discovering the inaccuracy to notify the Data Controller. The Data Controller will ensure that the source data is corrected and will notify all recipients, who will be responsible for updating the information they hold.

10.3 Parties will not be liable for any financial or other costs incurred by other parties to this ISP as a result of any information being wrongly disclosed by another party to this ISP or as a result of any negligent act or omission by another party to this ISP.

## 11. Review

11.1 This ISP will be reviewed 12 months after signature and every 12 months after that and routinely reviewed following changes in legislation or statutory notices.

11.2 This review is the responsibility of the individuals who have operational responsibility for the data and should be carried out in consultation with the appropriate teams. The outcome of any review by Cambs HIA will be reported to the Management Board.

## 12. Confidentiality

12.1 Personal information is provided in confidence, in the absence of explicit or implied confirmation, when it appears reasonable to assume that the provider of the information believed that this would be the case. All parties to this ISP accept their duty of confidentiality and will not disclose personal information without the consent of the person concerned, unless there are statutory grounds or overriding justification for doing so and is in the vital interests of the data subject. All parties to this ISP also will ensure that information is not disclosed illegally or inappropriately.

12.2 A Party or a third party who has received data under this ISP will follow the following procedure if there is a breach of this ISP.

Report the breach to the relevant Data Manager and to the Cambs HIA Manager. This will be actioned in accordance with Cambs HIA procedures and the Lead Party policy and procedures.

Reportable breaches must be reported to the Cambs HIA Management Board.

## 13 Indemnity

13.1 Each Party will keep each of the other Parties fully indemnified against any and all costs, expenses and claims arising out of any breach of this ISP and in particular, but without limitation, the unauthorized or unlawful access, loss, theft, use, destruction or disclosure by the offending partner or its sub-contractors, employees, agents or any

other person within the control of the offending partner of any data obtained in connection with this ISP.

14. Freedom of Information Act 2000 (FOIA)

14.1 Information shall only be withheld where, should an application for that information be made under FOIA 2000 it is likely that the information would be exempt from disclosure and the public interest lie in favour of withholding. However, nothing in this paragraph shall prevent the individual Partners from exercising their obligations and responsibilities under FOIA 2000 as they see fit.

14.2 All recorded information, held by public sector agencies, is subject to the provisions of the Freedom of Information Act 2000 and the Data Protection Act 1998. While there is no requirement to consult with third parties under FOIA, the parties to this ISP will consult the party from whom the information originated and will consider their views to inform the decision making process.

15. Agreement

The Parties confirm that this ISP has been prepared in consultation with their Information Management Offices /Legal Offices. They undertake to implement and adhere to this ISP and to ensure that their organisational procedures are consistent with this ISP.

16. Suspension of ISP

Any Party may suspend this ISP for 45 days if security has been seriously breached. This should be in writing and be evidenced.

16.1 Any suspension will be subject to a risk assessment and resolution meeting, the panel of which will be made up of at least 2 Management Board members. The meeting will take place within 14 days of any suspension.

18. Use of data following termination of this Agreement.

18.1 On notice or other cause for termination of this agreement as set out in Section 12, Ownership of partner data and Intellectual Property shall not be affected by this Agreement and accordingly, to the extent that such data or Intellectual Property exists at the Commencement Date or during the operation of the Agreement, ownership of it shall remain with the Party which owns it at that date.

18.2 It will be the responsibility of the Cambs HIA Manager and the relevant authority data Manager or Managers to ensure appropriate arrangements are made to transfer relevant data comply with the procedures for removal or disposal of all residual remaining information stored.

18.3 Appropriate checks will be made to ensure compliance with the Cambs HIA and Lead Authority policy and procedures.

**SIGNED** for and on behalf of:  
**CAMBRIDGE CITY COUNCIL**

Signature

Name:

Position:

Date:

**SIGNED** for and on behalf of:  
**SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL**

Signature

Name:

Position:

Date:

Signed for and on behalf of:  
**Huntingdon District council**

Signature

Name: Andy Moffat

Position: Head of Development

Date: