Scrutiny Committee



Report of the Strategic Director

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To: Scrutiny Committee DATE: 26 March 2015



Corporate Services Project – inter council agreement

Recommendation

The Committee is asked to consider the draft inter-council agreement and give any comments to the Strategic Director.

Purpose of Report

1. The Scrutiny Committee is invited to consider the draft inter-council agreement appended to this report, to seek clarification of any aspects and offer comments to the director before the agreement is signed.

Strategic Objectives

- 2. The main purpose of the project is to assess and deliver alternative service delivery options which potentially offer better value for money. The project will therefore contribute to the following council strategic objectives:
 - Excellent delivery of key services
 - Effective management of resources

Background

- 3. The corporate services project is a major market-testing and potential outsourcing exercise for South and Vale councils and three other district councils. The Scrutiny Committee considered project progress at its December 2014 meeting and asked for further involvement at key milestones.
- 4. The partnership and governance arrangements between the five participating district councils in the lead-up to contract award decisions in March 2016 will be set out in an inter-authority agreement.
- 5. During March 2015 the strategic director is due to use his delegated authority in consultation with council leaders to approve the inter-council agreement on behalf of South and Vale with other participating councils. The Scrutiny Committee is invited to consider the draft agreement, seek clarification of any aspects and offer comments to the director before the agreement is signed.
- 6. The draft agreement (version 5) is appended to this report.

Financial Implications

- 7. The project involves the joint re-tendering of already outsourced services (such as council tax collection), plus the market-testing of additional inhouse services (such as IT, HR and accountancy).
- 8. The primary reason for exposing more services to competitive tender is to consider whether alternative service delivery options offer better value for money than the current inhouse operations. Value for money is a balance between cost and quality. The financial implications of any competitive proposals will be identified and rigorously assessed, alongside quality considerations, during the procurement exercise.
- 9. At this point in time, prior to the procurement exercise commencing, the five councils are expecting a minimum saving of at least 10% of gross service expenditure costs (section 13.3 of the draft agreement).

Legal Implications

10. External lawyers, Sharpe Pritchard, have been appointed to advise the councils. A South and Vale lawyer is also leading the group of inhouse lawyers who are involved in supporting the project. A number of legal implications, not least the requirements of the newly revised EU procurement directives, have already been addressed. The substantial legal resource underlines the multitude and complexity of legal implications expected throughout this project.

Risks

11. Large complex procurements and inter-council working bring numerous risks which are categorised below. The project steering group own the project risk register and actively mitigate these risks. South and Vale carry relatively more risk as we are the lead authorities and our existing contracts expire a year before the other three councils. The Strategic Director is responsible for managing South's and Vale's risks, as he has done so successfully on other major joint procurements.

Political/reputational – that the project attracts negative publicity (mitigate by regular updates to politicians via the strategic management board and project board)

Professional – that by outsourcing certain professional skills, the partners lose that expertise in-house (mitigate by each partner carefully assessing the outsourcing of each service and ensuring contractual provision of such services)

Value – that the tenders are higher cost, the project savings targets and/or specified service standards are not achieved (mitigate by carefully drafting the specification and draft contract, choice of procurement route to provide flexibility, establishing accurate cost base on which to benchmark tender costs, identifying volumes, thorough consideration of risk allocation - ultimately the councils can choose not to accept any tender that does not offer better value for money)

Legal – challenge possibly due to breach of procurement regulations (mitigate by inclusion of procurement and external legal expertise on project team to ensure compliance)

Partnership – that the partnership breaks down and we fail to agree single specifications (mitigate by upfront acknowledgement of equal partner status and collective acceptance of compromise, chief executives and leaders on the project board to escalate and resolve disagreements, partnership spirit embraced by all, clear inter-council agreement)

Staffing – the uncertainties around job security and long term prospects may cause some staff to look elsewhere and resign rather than be TUPE-transferred to an outsourcing company. This could disrupt service delivery causing extra management pressures, for example reduced responsiveness (mitigate by staff representation on the project team, frequent communication, staff involvement at three influential stages and the parallel delivery of a separate change support programme to support teams and individuals)

Conclusion

12. The Corporate Services Project is a major opportunity to work with three other district councils to improve the value for money in delivering council services. There are risks associated with the project which are partially addressed in the attached draft inter-authority agreement. The Scrutiny Committee is invited to consider the draft agreement and provide any comments to the Strategic Director.

DATED 2015

SOUTH OXFORDSHIRE DISTRICT COUNCIL;

VALE OF WHITE HORSE DISTRICT COUNCIL;

HART DISTRICT COUNCIL;

HAVANT BOROUGH COUNCIL;

and

MENDIP DISTRICT COUNCIL

INTER AUTHORITY AGREEMENT (version 5)

relating to the joint corporate services procurement to be undertaken by the Councils

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INTER AUTHORITY AGREEMENT

A DEED DATED

2015

PARTIES

- (1) **SOUTH OXFORDSHIRE DISTRICT COUNCIL** of Benson Lane, Crowmarsh Gifford, Wallingford, Oxfordshire OX10 8ED (subsequently referred to as "South Oxfordshire");
- (2) **VALE OF WHITE HORSE COUNCIL** of Abbey House, Abbey Close, Abingdon, Oxfordshire OX14 3JE (subsequently referred to as "Vale");
- (3) **HART DISTRICT COUNCIL** of Civic Offices, Harlington Way, Fleet, Hampshire GU51 4AE(subsequently referred to as "Hart");
- (4) **HAVANT BOROUGH COUNCIL** of Public Services Plaza, Civic Centre Road, Havant, Hampshire PO9 2AX (subsequently referred to as "Havant");
- (5) **MENDIP DISTRICT COUNCIL** of Council Offices, Cannards Grove Road, Shepton Mallet, Somerset BA4 5BT (subsequently referred to as "Mendip") (together the "Parties").

RECITALS

- (A) The Parties have agreed to undertake a joint procurement for the provision of all or some of the services listed at Schedule 1 to this agreement ("the Corporate Services")
- (B) To achieve their desired result the Parties wish to enter into this agreement in order to define the government of their relationship and in order to set out the joint approach they will take in relation to the proposed procurement.

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this IAA, unless the context otherwise requires the following terms shall have the meanings given to them below:

Confidential Information all information relating to the Corporate Services

Procurement which would be regarded as

confidential by a reasonable business person

Corporate Services means the services listed in Schedule 1

Corporate Services Contract means the contract to be entered into by the Parties

with the bidder which is evaluated as having been

successful in the Corporate Services Procurement

Corporate Services means the procurement exercise which is being

Procurement undertaken by the parties to appoint a contractor to

undertake the Corporate Services on behalf of the

Parties

IAA means this inter authority agreement (including its

schedules);

Mutual Aims means the shared objectives of the Parties as set out

in Schedule 2 of this IAA;

Project Board means the body of that name established under

clause 5;

Project Steering Group means the body of that name established under

clause 5;

Representative means a person (or their nominated deputy)

appointed by each party to represent them at

meetings of the Project Steering Group

1.2. Interpretation

In this IAA, except where the context otherwise requires:

- 1.2.1. the masculine includes the feminine and vice-versa;
- 1.2.2. the singular includes the plural and vice-versa;
- 1.2.3. a reference in this IAA to any clause, sub-clause, part, paragraph, schedule, appendix or annex is, except where it is expressly stated to the contrary, a reference to such clause, sub-clause, paragraph, schedule, appendix or annex of this IAA;
- 1.2.4. save where stated to the contrary, any reference to this IAA or to any other document shall include any permitted variation, amendment, or supplement to such document;
- 1.2.5. any reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument (including any EU instrument) as amended, replaced, consolidated or re-enacted;
- 1.2.6. headings are for convenience of reference only;

- 1.2.7. words preceding "include", "includes", "including" and "included" shall be construed without limitation by the words which follow those words;
- 1.2.8. any obligation on a Party to do any act matter or thing includes, unless expressly stated otherwise, an obligation to procure that it is done; and
- 1.2.9. subject to any express provisions to the contrary, the obligations of either Party are to be performed at that Party's own cost and expense.

2. COMMENCEMENT AND DURATION

- 2.1. This IAA will commence on the date on which it is entered into and continue in full force and effect until the date on which the Corporate Services Contract is entered into; or, in the event that the Corporate Services Contract has not been entered into by 1st May 2016] the date on which the Parties agree that the IAA may be terminated.
- 2.2. The Parties may agree to extend the term of this IAA for such further period or periods as they may at their discretion agree.

3. ACTING IN GOOD FAITH AND REASONABLY

- 3.1. All the Parties agree to act in good faith and reasonably to:
 - 3.1.1. resolve any difficulties openly, quickly and honestly, before any such issues have a negative impact on the operation of this IAA or the Corporate Services Procurement;
 - 3.1.2. provide information to each other that will (or could) impact upon the obligations, rights and liabilities of any other Party to this IAA; and
 - 3.1.3. mitigate any losses, costs or expenses incurred as a result of the application or breach of this IAA.
- 3.2. The Parties shall act at all times in a way that promotes effective partnership working. In particular, each Party will:
 - 3.2.1. work in good faith with the other Parties towards the mutual advantage of the Parties;
 - 3.2.2. provide such reasonable information to each of the other Parties in a form that is readily usable and in a full and timely manner. Relevant information shall include, without restriction or limitation:
 - 3.2.2.1. details (including cost and employee information) of the services currently undertaken by any of the Parties which fall within or could have a potential impact on the Corporate Services Procurement;

- 3.2.2.2. early warning of any potential event which may have an impact on the ability or willingness of a Party to participate in the Corporate Services Procurement;
- 3.2.2.3. any other information that could reasonably be expected to impact upon this IAA, the Parties to this IAA, or the delivery of the Services which are to be included in the Corporate Services Procurement.
- 3.2.3. co-operate in identifying, as early as reasonably possible, any issues or problems which will or may tend to prevent the achievement of the Mutual Aims and to reach and implement solutions to overcome such issues or problems.

4. SENIOR RESPONSIBLE OFFICER

- 4.1. The Parties agree that Steve Bishop the Strategic Director for South Oxfordshire and Vale shall act as the Senior Responsible Officer in respect of the Corporate Services Procurement on behalf of all the Councils. If Steve Bishop is at any point during the period of the procurement no longer able to undertake this role, the Parties shall appoint another senior officer employed by one of the Parties to be the Senior Responsible Officer.
- 4.2. The role of the Senior Responsible Officer is to co-ordinate the Corporate Services Procurement on behalf of the Parties, to carry out any responsibilities entrusted to him under this agreement or otherwise and ensure that any issues which require resolution are escalated to the Project Steering Group and if necessary the Project Board.

5. PROJECT BOARD AND PROJECT STEERING GROUP

- 5.1 Each Party agrees to participate in the Project Board and the Project Steering Group as set out in Schedules 3 and 4 to this IAA.
- 5.2 Meetings of the Project Board shall be held at least quarterly unless otherwise agreed by the Parties. The Parties shall ensure that a Representative attends each meeting of the Project Board.
- 5.3 Meetings of the Project Steering Group shall be held at least monthly unless otherwise agreed by the Parties. The Parties shall ensure that a Representative attends each meeting of the Project Steering Group.
- 5.4 The terms of reference of the Project Board are set out at Schedule 3 and the terms of reference of the Project Steering Group are set out at Schedule 4.

6. **DECISION MAKING**

The Representatives attending the Project Board shall be the Cabinet Lead and Director of Havant Borough Council and the Leaders and Chief Executives of the other Parties. The Project Steering Group shall consist of the following officers of the Parties:

- (i) Steve Bishop, Strategic Director, South Oxfordshire and Vale of White Horse District Councils
- (ii) Jane Eaton, Executive Head: Governance and Logistics, Havant Borough Council
- (iii) Patricia Hughes, Joint Chief Executive, Hart District Council
- (iv) Chris Atkinson, Corporate Manager, Access to Services, Mendip District Council

The Project Steering Group shall have responsibility for decisions relating to the conduct of the Corporate Services Procurement and shall report on its activities to the Project Board. For the avoidance of doubt, Representatives attending the Project Steering Group shall have a suitable level of authority to make strategic decisions (including day to day management and operational decisions where appropriate) and to authorise the giving of instructions to the Senior Responsible Officer. Actions and recommendations of the Project Steering Group shall be reached by consensus and (other than by way of guidance to assist in forming a further discussion) there shall be no voting. If the Project Steering Group is unable to reach a decision on a matter, that matter shall be referred to the Project Board.

7. PAYMENT OF PROCUREMENT COSTS

- 7.1. The Parties shall contribute equally to the costs of undertaking the Corporate Services Procurement. Such costs shall include the costs of external legal advisers, project and management consultancy advice and such other costs as may be agreed by the Project Steering Group.
- 7.2. Such costs shall be payable at the commencement of each Financial Year and the Senior Responsible Officer shall provide any invoices and supporting documents which may reasonably be required by any of the Parties. At the end of each Financial Year an adjustment shall take place and if the costs incurred is greater or less than the amounts paid by the Parties, the Parties shall be repaid any shortfall and shall be invoiced for the amounts by which the costs incurred exceed the amounts paid. The Parties shall pay such invoice within 30 days provided that none of the Parties shall be obliged to pay more than the sum of £25,000 in any one Financial Year unless agreed otherwise.

8. PARTICIPATION IN CORPORATE SERVICES PROCUREMENT

- 8.1. The Parties shall be represented by the Senior Responsible Officer at any meetings with bidders which take place as part of the Corporate Services Procurement.
- 8.2. The Parties shall assist the Senior Responsible Officer in undertaking this role by:
 - 8.2.1. Providing information in accordance with clause 3.2.2 above as soon as practicable
 - 8.2.2. Ensuring that when decisions are required which relate to that Party, such decisions are made and communicated as soon as practicable
 - 8.2.3. Making available officers to advise and/or attend meetings as necessary where the knowledge and/or expertise of such officers is required in order to contribute to the effectiveness of the Corporate Services Procurement.

9. COMMITMENT TO THE PROCUREMENT

9.1. The Parties are committed to the Corporate Services Procurement and shall not withdraw from or cease their involvement in the procurement.

Provided that the outcome of the evaluation of the Corporate Services Procurement is a recommendation that one of the bidders should be appointed as preferred bidder, each Party shall ensure that a report is submitted to that Party's Cabinet (or any body which may replace the Cabinet in exercising the executive functions on behalf of that Party) setting out that recommendation and the reasons for it.

10. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

10.1. The intellectual property rights in any documents prepared by any of the Parties as part of the Corporate Services Procurement shall be owned jointly by all the Parties.

11. SERVICES CONTRACT IAA

- 11.1. The Parties acknowledge that they will need to continue to work together cooperatively and in good faith following the conclusion of the Corporate Services Procurement and the Parties entering into the Corporate Services Contract.
- 11.2. Provided that the Parties enter into the Corporate Services Contract they, or such of them as become parties to the Services Contract, agree to enter into a further interauthority agreement to govern the relationship between the Parties in relation to the Corporate Services Contract. A preliminary draft of this agreement is set out at Schedule 5. The Parties shall work together throughout the period of the Corporate

Services Procurement to develop this agreement to meet their requirements under and ensure the efficient working of the Corporate Services Contract.

12. CONFIDENTIAL INFORMATION

- 12.1. Each Party shall keep the Confidential Information of the other Parties confidential and shall not disclose such information without the consent of the Party which provided it.
- 12.2. The Parties shall apply the same degree of security and care in relation to the Confidential Information provided by other Parties as they do to their own Confidential Information.
- 12.3. The Parties may disclose Confidential Information:
 - 12.3.1. To their employees and professional advisers for purposes in connection with the Corporate Services Procurement
 - 12.3.2. To the extent required by law including pursuant to a request under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004
 - 12.3.3. To their elected members for purposes in connection with the Corporate Services Procurement

13. REVIEW

- 13.1. The Parties shall meet as and when they consider it necessary to review the benefits of the Corporate Services Procurement. Any Party may propose mechanisms to ensure that such benefits can be shared in a manner that is equitable and proportionate. Such mechanisms must have due regard to:
 - 13.1.1. The business case targets achieved by the Corporate Services Procurement
 - 13.1.2. The opportunities to reprioritise, promote or otherwise schedule business change activity undertaken by the Parties as part of the Corporate Services Procurement
- 13.2. Such mechanisms shall be considered initially by the Project Steering Group, which shall make recommendations to the Project Board, and may be referred to Dispute Resolution in accordance with clause 14 below.
- 13.3. It is intended that each Party shall as a result of entering into the Corporate Services Contract make annual savings of not less than 10% of the amount spent by that Party on the Corporate Services which it is procuring under the Corporate Services Contract for the financial year which runs from 1st April 2015 to 31st March 2016. If it appears that one or more Parties will not achieve this level of savings, the Parties will put in

place a mechanism to ensure that the benefits of the Corporate Services Contract are shared proportionately so that the Party or Parties whose savings would otherwise be less than 10% are 10%. If the level of savings achieved by the Parties as a result of entering into the Corporate Services Contract is such that it is not possible to ensure that all Parties achieve savings of 10% then the Parties shall put in place a mechanism to ensure that each of the Parties achieves this level of savings as far as practicable.

14. DISPUTE RESOLUTION

- 14.1. If there are any disputes or differences between the Parties or any of them in relation to the Corporate Services Procurement, they shall use their best endeavours to resolve such disputes amicable between themselves.
- 14.2. Any dispute between the Parties which has not been resolved without formal consideration shall be referred to the Project Steering Group
- 14.3. If the dispute is not resolved by the Project Steering Group it shall be referred to a meeting between the Chief Executives of the Parties to the dispute who shall use their best endeavours to ensure that the dispute is resolved.
- 14.4. If the meeting referred to in clause 14.3 above does not result in a resolution of the dispute, it shall be referred to a meeting between the leaders of the Parties to the dispute, who shall use their best endeavours to ensure the dispute is resolved.

15. PUBLIC RELATIONS AND PUBLICITY

The Parties shall not by themselves, their employees, or their agents, and shall procure that its sub-contractors shall not, communicate with representatives of the press, television, radio or other communications media on any matter concerning the contents of this IAA without first consulting the Project Steering Group.

16. NOTICES

- 16.1. No notice required to be served upon any of the Parties under this IAA shall be valid or effective unless it is in writing and served:
 - 16.1.1. by delivering the notice by hand to that Party at the relevant address set out in Schedule 6 (Delivery Addresses for Notices) or to such other address as that Party may notify the other Party in writing, and the notice shall be deemed to have been duly served at the time it is so delivered provided a receipt is obtained;
 - 16.1.2. only where the terms of this IAA expressly permit it, emailed to the email addresses set out in Schedule 6 (Delivery Addresses for Notices); or

- 16.1.3. by posting the notice in a pre-paid envelope sent by recorded delivery and addressed to that Party at the relevant address set out in Schedule 6 (Delivery Addresses for Notices) or such other address as that Party may notify the other Party in writing and the notice shall be deemed to have been duly served two days after the date of posting.
- 16.2. Where any notice is deemed served pursuant to clause 16.1.1 after 4 p.m. on any day, the notice shall be deemed to have been served on the next working day.

17. ENTIRE AGREEMENT

- 17.1. Except where expressly provided in this IAA, this IAA constitutes the entire agreement between the Parties in connection with its subject matter and, in the absence of fraud, supersedes all prior representations, communications, negotiations and understandings concerning the subject matter of this IAA.
- 17.2. The Parties acknowledge that they have not entered into this IAA on the basis of any representation that is not expressly incorporated into this IAA.
- 17.3. Without limiting the generality of the foregoing, no Party shall have any remedy in respect of any untrue statement made to him upon which he may have relied in entering into this IAA, and a Party's only remedy is for breach of contract. Nothing in this IAA purports to exclude liability for any fraudulent statement or act.

18. AGENCY

Nothing in this IAA shall constitute a legal partnership or agency between the Parties.

19. ASSIGNMENT

This IAA is personal to the Parties and the rights and/or obligations under this IAA shall not be assigned, novated or otherwise transferred to any person other than to a successor body following a reorganisation within government or to a body which substantially performs any of the functions that previously had been performed by the affected Party. The Parties shall enter into such agreement and/or deed as may reasonably be required to give effect to such assignment, novation or transfer.

20. WAIVER

Failure by one Party to enforce the provisions of this IAA or to require performance by the other Party of any of the provisions contained in this IAA shall not constitute or be construed as a waiver of or as creating an estoppel in connection with any such provision and shall not affect the validity of this IAA or any part thereof or the right of the former Party to enforce any provision in accordance with its terms.

21. SEVERABILITY

If any term, condition or provision of this IAA shall be held to be invalid, unlawful or unenforceable to any extent by a Court of competent jurisdiction, such term, condition or provision shall be severed and shall not affect the validity, legality and enforceability of the other provisions of or any other documents referred to in this IAA.

22. RIGHTS OF THIRD PARTIES

The Parties agree that this IAA shall not be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999 and any rights contained therein are excluded.

23. LAW AND JURISDICTION

This IAA shall be governed by and construed in all respects in accordance with the laws of England.

EXECUTED AS A DEED for and on behalf of South Oxfordshire District Council

The Common Seal of **SOUTH OXFORDSHIRE DISTRICT COUNCIL** Was hereunto affixed under the authentication of:

The officer appointed for this purpose

EXECUTED AS A DEED by and on behalf of the Vale of White Horse District Council

The Common Seal of **VALE OF WHITE HORSE DISTRICT COUNCIL** Was hereunto affixed in the presence of:

Designated Officer
EXECUTED AS A DEED by:
The common seal of HART DISTRICT COUNCIL in the presence of:
Authorised Signatory
EXECUTED AS A DEED by:
The common seal of HAVANT BOROUGH COUNCIL in the presence of:
Authorised Signatory
EXECUTED AS A DEED by:
The common seal of MENDIP DISTRICT COUNCIL in the presence of:
Authorised Signatory

SCHEDULE 1 Corporate Services

Service functions in	South			
scope	& Vale	Hart	Mendip	Havant
Revenues and				
Benefits				
Council tax	Yes	Yes	Yes	Yes
Business rates	Yes	Yes	Yes	Yes
CTRS	Yes	Yes	Yes	Yes
Housing benefits	Yes	Yes	Yes	Yes
Counter fraud	No	No	No	No
Benefit checks	No	No	No	No
Exchequer				
Accounts payable (creditors)	Yes	Yes	Yes	No
Accounts receivable (debtors)	Yes	Yes	Yes	No
Payroll				
Data input	Yes	Yes	Yes	No
Running the payroll	Yes	Yes	Yes	No
(payments)	168	168	168	NO
Accountancy				
s.151 duties	No	No	No	No
Management accounting (regular budget monitoring and routine budget/ledger advice)	Yes	Yes	Yes	No
Financial accounting (closedown & producing annual accounts)	Yes	Yes	Yes	No
Provision of the financial management system (general ledger, accounts payable, accounts receivable, budgeting)	Yes	Yes	Yes	No
Treasury management (investing and borrowing)	No	Yes	Yes	No
Internal Audit				

System audits (regular				
checks of internal controls)	No	No	No	No
Counter fraud work (regular checks of high fraud risk areas)	No	No	No	No
Investigation of suspected fraud and irregularity (reactive)	No	No	No	No
IT				
IT strategy	No	No	No	No
IT infrastructure support (maintain desktop PCs, network & other hardware)	Yes	Yes	Yes	No
Applications support (maintain purchased applications and software)	Yes	Yes	Yes	No
IT Service Desk	Yes	Yes	Yes	No
IT security	Yes	Yes	Yes	No
Applications design (develop and maintain inhouse bespoke applications)	No	No	No	No
Data capture and GIS	No	No	No	No
Street Naming and Numbering	No	No	No	No
HR				
Strategic HR (workforce planning)	No	No	No	No
Employee relations (collective bargaining, reacting to performance issues, investigations, terminations)	Yes	Yes	Yes	Yes
Policies	Yes	Yes	Yes	Yes
General advice on recruitment, training, restructuring, policies (to managers and staff)	Yes	Yes	Yes	Yes
Legal and democratic services				

Elections & support to returning officer	No	No	No	No
Democratic services	No	No	No	No
General and taxi licensing	Yes	No	Yes	Yes
CCTV	No	No	No	No
Community Safety (excl cctv)	No	No	No	No
Strategic legal advice	No	No	No	No
Legal services (excluding strategic legal advice)	No	No	No	No
Debt recovery legal actions incl court work	Yes	Yes	Yes	No
Land charges	Yes	Yes	Yes	Yes
Procurement				
Procurement strategy	No	No	No	No
Advice and support	Yes	Yes	Yes	No
Facilities management				
Facilities Management inc tech support & post room	Yes	Yes	No	Yes
Office Cleaning	Yes	Yes	No	Yes
Facilities and Technical Support Inc Post Room	Yes	Yes	Yes	Yes
Design & Print (inc Stationery)	No	No	Yes	Yes
Mobile home parks management	No	No	No	No
Canteen	No	No	No	No
Property management				
Property advice	Yes	Yes	No	Yes
Emergency planning	No	No	No	No
Property health & safety inspections	Yes	Yes	Yes	Yes
Engineering				
Engineering incl flood alleviation and drainage	No	No	No	No
Cleaning Public Conveniences	No	No	No	No
Car parks				

Car park management (maintenance, income collection)	Yes	Yes	No	No
Car park operations (patrolling and excess charge notices)	Yes	Yes	No	No
Customer Services				
Customer services - reception/other remote council access points	Yes	Yes	Yes	Yes
Customer services - switchboard / contact centre	Yes	No	Yes*	Yes

SCHEDULE 2 Mutual Aims

1. Support the achievement of each Authority's corporate targets through:
Development of insight and evidence based decision making
Integration of strategic planning and financial management
Helping customers input into service planning and redesign and self-service
Supporting multi-agency, partnership and two-tier collaborative working
Supporting community-led initiatives
Supporting growth in the areas served by the Authorities

2. Improve the satisfaction of customers and service users through:

Ensuring the public sector only needs to be told once

Simplifying engagement around key life events

Enabling customers to engage with each Authority through the devices they want to use

Ensuring customers and users can access information that is relevant to them Resolving customer and user issues quickly

face to face service provided in a secure, accessible and fit for purpose environment maintaining and enhancing the public perception of the Authorities as effective providers of public services

3. Improving the productivity of the Authorities' staff through:
Helping them to attract the right people and onboard them quickly
Ensuring they are equipped with the right skills throughout their employment
enabling them to work flexibly
supporting effective performance management
providing them with access to the right applications and management information
minimising administration and paper within the Authorities whilst retaining
compliance
supporting effective and efficient workflow processes

providing access to fit for purpose working and meeting facilities

- 4. Achieve high levels of resilience and compliance through: minimising dependency on specific locations to deliver service standardising processes and applications achieving open data standards protecting the Authorities, their customers and their staff from unauthorised activity engaging effectively with external assurance forecasting and planning for changes in levels of service demand achieving a highly utilised but flexible civic estate demonstrating transparency to the public
- 5. Deliver improved value for money through: Ensuring the Authorities achieve greater financial benefits through collaboration Harmonising and improving service performance Consistent and unit-based pricing of common elements of scope

Developing a flexible partnership model that increases flexibility and innovation in the delivery and provision of the services and allows the Authorities to transfer services within the scope of this procurement at a date of their choosing

Reducing the cost to the Authorities of providing the services including reducing the unit cost of transactions

Encouraging the use of and access to the services through more cost effective and efficient channels and assisting with demand management

Enabling the Authorities to achieve efficiencies in, and better outcomes from, their client and contract management function

Enabling capability to support future transformation

Utilising modern approaches to the provision of ICT infrastructure and new technology generally.

SCHEDULE 3

Project Board

- Define the procurement objectives
- Approve the progression through key stages of the project (e.g. advertise opportunity, prequalification/supplier downselection, final tender evaluation, business case, transition phase completion;
- Resolve conflicts (and highlight synergies) between the CSP project and other initiatives/projects involving the Councils individually or collectively (e.g. workforce development projects, Universal Credit etc.);
- Ultimate point of escalation for inter-Council project issues (e.g. consensus on requirements, standards etc.)
- Implement project assurance procedures as required;
- Take on Senior User/Senior Supplier roles as appropriate to ensure that the solution being procured and then implemented is fit for purpose
- Delegate appropriate authority to the Project Steering Group and Project Manager and retain the ability to replace/remove both

SCHEDULE 4 Project Steering Group

- Approve project resourcing arrangements;
- Approve project documentation (OJEU advert/pre-qualification and tendering materials)
- First point of escalation for any inter-Council project consensus issues
- Develop client side management structure and develop/recruit appropriate staff:
- Prepare individual business cases, Council reports and secure necessary approvals;
- Develop a joint communications strategy;
- Allocate responsibility for managing risks and issues

SCHEDULE 5 Preliminary Draft Inter Authority Agreement Corporate Services Contract

DATED 2015

SOUTH OXFORDSHIRE DISTRICT COUNCIL;

VALE OF WHITE HORSE DISTRICT COUNCIL;

HART DISTRICT COUNCIL;

HAVANT BOROUGH COUNCIL;

and

MENDIP DISTRICT COUNCIL

INTER AUTHORITY AGREEMENT

relating to the corporate services contract(s) procured following a joint procurement undertaken by the Councils

SHARPE PRITCHARD
ELIZABETH HOUSE
FULWOOD PLACE
LONDON
WC1V 6HG

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INTER AUTHORITY AGREEMENT

A DEED DATED

2015

PARTIES

- (1) **SOUTH OXFORDSHIRE DISTRICT COUNCIL** of [] (subsequently referred to as "[]");
- (2) **VALE OF WHITE HORSE COUNCIL** of [] (subsequently referred to as "[]");
- (3) **HART DISTRICT COUNCIL** of [] (subsequently referred to as "[]");
- (4) **HAVANT BOROUGH COUNCIL** of [] (subsequently referred to as "[]");
- (5) **MENDIP DISTRICT COUNCIL** of [] (subsequently referred to as "[]")

(together the "Parties").

RECITALS

- (A) On [] 2015, the Parties placed a joint contract notice in the Official Journal of the European Union, seeking expressions of interest from providers for corporate services to be provided to the Parties under a single contract/two separate contracts (the "Corporate Services").
- (B) Following the procurement exercise, the Parties decided to award the contract(s) to [] (Company Registration No. []) of [] (the "Contractor"). Those contracts/This contract were/was entered into on [].
- (C) The Parties wish to continue with the joint approach that they have taken with the procurement in order to ensure that the Corporate Service Contract has a single point of management and that the Parties' aims ("Mutual Aims") are achieved.
- (D) The aims of the Parties referred to in Recital (C) are as follows:
- (E) To achieve their desired result the Parties wish to enter into this agreement in order to define the government of their relationship and in order to set out the joint approach they will take in the management of the Corporate Services Contract(s).

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this IAA, unless the context otherwise requires the following terms shall have the meanings given to them below:

Ad Hoc Reviews means the reviews conducted in accordance with

clause 9;

Contract Fee means the amount payable to the Contractor under

the Corporate Services Contract(s)

Contractor means [insert name of successful bidder] (Company

Registration No. []) of [];

Contract Fee Means the amount payable by each Party towards the

Contract Fee calculated as set out in Schedule 4

Corporate Services means the contract(s) (together with their schedules)

Contract(s) dated [] that the Parties have entered into with the

Contractor for the provision of the Services

Dispute Resolution means the procedure for the resolution of disputes

Procedure set out at clause 13;

Effective Date means the date of the Corporate Services Contract(s);

Expiry Date means the date which is defined in the Corporate

Services Contract(s) as being the end of the "Term";

IAA means this inter authority agreement (including its

schedules);

IAA Commencement Date means the date of this IAA;

Mutual Aims means the shared objectives of the Parties as set out

in Recital (D) of this IAA;

Project Steering Group means the body established under clause 6;

Representative means a person (or their nominated deputy)

appointed by each party to represent them at

meetings of the Project Steering Group

Review means the activity described in clauses 8 and 9;

Review Notice means the notice as described in clause 9;

Review Procedure means the procedure for review set out at clauses 8

and 9;

Service Levels means those service levels identified and defined in

the Corporate Services Contract(s)

Services those services provided under the Corporate Services

Contract(s) by the Contractor

1.2. Interpretation

In this IAA, except where the context otherwise requires:

- 1.2.1. the masculine includes the feminine and vice-versa;
- 1.2.2. the singular includes the plural and vice-versa;
- 1.2.3. a reference in this IAA to any clause, sub-clause, part, paragraph, schedule, appendix or annex is, except where it is expressly stated to the contrary, a reference to such clause, sub-clause, paragraph, schedule, appendix or annex of this IAA;
- 1.2.4. save where stated to the contrary, any reference to this IAA or to any other document shall include any permitted variation, amendment, or supplement to such document;
- 1.2.5. any reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument (including any EU instrument) as amended, replaced, consolidated or re-enacted;
- 1.2.6. headings are for convenience of reference only;
- 1.2.7. words preceding "include", "includes", "including" and "included" shall be construed without limitation by the words which follow those words;
- 1.2.8. any obligation on a Party to do any act matter or thing includes, unless expressly stated otherwise, an obligation to procure that it is done; and
- 1.2.9. subject to any express provisions to the contrary, the obligations of either Party are to be performed at that Party's own cost and expense
- 1.2.10. words and expressions beginning with capital letters which are not defined above have the meanings given to them in the Corporate Services contract(s)

2. COMMENCEMENT AND DURATION

- 2.1. This IAA will commence from the Effective Date of the Corporate Services Contract(s) and continue in full force and effect until:
 - 2.1.1. the Expiry Date of the Corporate Services Contract(s); or
 - 2.1.2. the early termination of the [second of the Corporate Services Contracts to be terminated] Corporate Services Contract(s) pursuant to the provisions for termination therein.

(whichever date is the earlier).

2.2. [The Parties may agree to extend the term of this IAA for such further period or periods as they may at their discretion agree.]

3. EFFECT OF THE IAA

Nothing in this IAA shall serve to obviate, reduce or otherwise affect the Corporate Services Contract(s) or the Parties' rights and obligations under the Corporate Services Contract(s).

4. ACTING IN GOOD FAITH AND REASONABLY

- 4.1. All the Parties agree to act in good faith and reasonably to:
 - 4.1.1. resolve any difficulties openly, quickly and honestly, before any such issues have a negative impact on the operation of this IAA or any of the Corporate Services Contracts;
 - 4.1.2. provide information to each other that will (or could) impact upon the obligations, rights and liabilities of any other Party to this IAA or to the Contractor; and
 - 4.1.3. mitigate any losses, costs or expenses incurred as a result of the application or breach of this IAA.
- 4.2. The Parties shall act at all times in a way that promotes effective partnership working. In particular, each Party will:
 - 4.2.1. work in good faith with the other Parties towards the mutual advantage of the Parties;
 - 4.2.2. provide such reasonable information (as determined by the Party from whom the information is sought) to each of the other Parties in a form that is readily usable and in a full and timely manner. Relevant information shall include, without restriction or limitation:

- 4.2.2.1. early warning of any potential failure by a Party or the Contractor in meeting their obligations under the Corporate Services Contract where such failure might impact on the delivery of the Services to any other Party or where that potential failure might be indicative of the Contractor having committed a Default (as such term is defined in the Contracts) under the Corporate Services Contract(s);
- 4.2.2.2. details of any actual failure by a Party or the Contractor in meeting their obligations under the Corporate Services Contract(s);
- 4.2.2.3. any other information that could reasonably be expected to impact upon this IAA, the Parties to this IAA, or the delivery of the Services under the Corporate Services Contract(s) (or any of them).
- 4.2.3. co-operate in identifying, as early as reasonably possible, any issues or problems which will or may tend to prevent the achievement of the Mutual Aims and to reach and implement solutions to overcome such issues or problems.

5. REPORTS AND RECORDS

- 5.1. The Parties agree to provide and share such information necessary to monitor and measure the overall performance of the Contractor(s) under the Corporate Services Contract(s).
- 5.2. From the Effective Date the Contract Manager shall provide quarterly monitoring reports to members of the Project Steering Group detailing:
 - 5.2.1. a summary of the Contractor's performance against the Service Levels;
 - 5.2.2. areas of particular success and issues that might have wider applicability;
 - 5.2.3. efficiency savings proposed and achieved;
 - 5.2.4. how any problems were resolved and any areas of non-performance by the Contractor(s) and the remedial action that the Contract Manager has taken or intends to take in respect of any default or failure by the Contractor under Contract.
- 5.3. The Parties shall operate this IAA on an "open book" basis in respect of the management of the Corporate Services Contract(s).

6. CONTRACT MANAGER

6.1. The Parties shall appoint one of the Representatives as the Contract Manager. The Contract Manager shall have the powers and authority to take steps on behalf of all the Parties as set out at Schedule 1.

- 6.2. The Contract Manager shall have power to exercise the rights of the Contract Manager under the Corporate Services Contract(s) including the right to make deductions under the Payment Mechanism and to issue warning notices.
- 6.3. The Contract Manager may appoint one or more deputies. The deputies may be employees of one or more of the Parties or an appointment of an external consultant. If the Contract Manager proposes the appointment of an external consultant the terms of the appointment shall be agreed by the Representatives.

7. DECISION MAKING

- 7.1 Each Party agrees to participate in the Project Steering Group as set out in Schedule 2 (Project Steering Group) to this IAA. Meetings of the Project Steering Group shall be held at least every six months unless otherwise agreed by the Parties. The Parties shall ensure that a Representative attends each meeting of the Project Steering Group. The provisions of Schedule 2 shall apply.
- 7.2 For the avoidance of doubt, Representatives attending the Project Steering Group shall have a suitable level of authority to make strategic decisions (including day to day management and operational decisions where appropriate) and to authorise the giving of instructions accordingly to the Contractor. Actions and recommendations of the Project Steering Group shall be reached by consensus and (other than by way of guidance to assist in forming a further discussion) there shall be no voting with the intention that a majority binds a minority.
- 7.3 The Project Steering Group shall not have decision making powers beyond the level of authority of the attendees and the Project Steering Group shall not have any power or authority to bind any Party. It is acknowledged that decisions and approval of recommendations beyond the authority of a Representative of a Party may be required to be made or given by a chief officer, Member, Cabinet or full Council.
- 7.4 A decision to terminate the Corporate Services Contract(s) or either of them on the grounds of a Contractor Default shall be made by the Project Steering Group, if satisfied that the breach of the Corporate Services Contract(s) is substantial and that it would be in the interests of all the Parties to terminate it, taking into account legal advice as to whether there are grounds for termination.

8. SIX MONTHLY REVIEW

8.1. The Parties shall meet every six months to review the operation of this IAA and the Corporate Services Contracts.

- 8.2. Where possible the Review shall be programmed to suit each Party's political cycle and shall be brought forward or postponed by a reasonable time to allow for elections and for any new members to be in situ.
- 8.3. The Review shall be initiated by the Contract Manager sending an emailed notice to the email addresses for notices (contained in Schedule 3 (Delivery Addresses for Notices)) setting out any issues it would like to discuss at a meeting of the Project Steering Group and inviting each Party to include items for the agenda of the Six Monthly Review meeting. Standing agenda items will include:
 - 8.3.1. a general review (to include without limitation a review of any Contractor Defaults under the Corporate Services Contracts) of the Contractor's performance under the Corporate Services Contracts, including a review of the summary of the Contractor's performance against the Service Levels for the Corporate Services Contract, as contained in the monitoring reports;
 - 8.3.2. the impact of any Changes in Law;
 - 8.3.3. a discussion of any proposed efficiency savings which might be beneficial to the parties as a whole;
 - 8.3.4. variations that may be proposed by a Party;
 - 8.3.5. without prejudice to any other requirement of this IAA, a discussion of any proposed variations to the Corporate Services Contracts that might impact on the Services delivered to any other Party or which might further the achievement of the Mutual Aims of the Parties;
 - 8.3.6. opportunities for further and/or closer joint working;
 - 8.3.7. the effectiveness of the Service Levels in measuring the Contractor's performance;
 - 8.3.8. any other issues under the Corporate Services Contracts or this IAA that the Parties feel that should be brought to the others attention;
 - 8.3.9. In the 18 months prior to the Expiry Date, any possible extension of this IAA and/or the Corporate Services Contracts.
- 8.4. The written agenda and supporting papers will then be re-circulated to all Parties by the Contract Manager and should be in sufficient detail and where relevant include supporting papers to enable the Parties to take internal soundings and discuss the contents prior to the Six Monthly Review meeting.
- 8.5. Any Party may require an item to be added to the agenda by the Contract Manager.

9. AD HOC REVIEW MEETINGS

- 9.1. Notwithstanding the Six Monthly Review process set out in clause 8 above, any Party to this IAA shall be entitled to call for a meeting of the Project Steering Group (an 'Ad Hoc Review') to consider (without limitation) any matter in relation to the Corporate Services Contract(s) which in the view of that Party requires a decision or consideration of the Project Steering Group which cannot be deferred until the next Six Monthly Review including any variations (see clause 10 below)
- 9.2. A Review shall be called by a Party via an emailed notice (a Review Notice) sent to the email addresses for notices (contained in Schedule 3 (Delivery Addresses for Notices)) to the other Parties setting out in detail and (if necessary supporting information) of:
 - 9.2.1. the nature of the Review;
 - 9.2.2. the reasons for it;
 - 9.2.3. the proposed action and/or solution;
 - 9.2.4. the Party or Parties potentially affected; and
 - 9.2.5. how the proposed solution could or should be implemented.
- 9.3. The Project Steering Group shall meet to discuss and carry out the Review within three weeks of the Review Notice having been served. Following such a meeting the Parties shall implement the actions (or action plan as the case may be) in accordance with the agreed timetable. The three week notice period provided in this clause 9.3 may be reduced by an appropriate time if the Party issuing the Review Notice reasonably considers the Review is urgent and states its reasons on the face of the Review Notice.
- 9.4. All Parties shall be issued with all Review Notices and shall be entitled to participate in any Review unless one or two parties acting reasonably determine that the Review applies only to them and:
 - 9.4.1. will not affect any other Party; and
 - 9.4.2. is not relevant to any other Party; and
 - 9.4.3. the issues in question do not similarly apply to any other Party; or
 - 9.4.4. a Party affected by the Review, acting reasonably, considers the subject matter confidential or sensitive.

10. VARIATIONS

10.1. If a Party wishes to propose a Variation to the Corporate Services Contract(s) pursuant to clause [] of the Corporate Services Contracts which will have an impact on other

Parties it shall arrange for the proposed terms of the Variation to be discussed at a meeting of the Project Steering Group. The Party seeking the Variation, shall provide a paper, in consultation with the Contract Manager setting out the terms of the proposed Variation, its likely impact on the other Parties and the implications as to the likely cost of the Variation and/or any savings resulting from it. A Variation that has no impact on the other Parties other than the Party proposing the Variation may be implemented by the Contract Manager and any adjustment to the Contract Fee shall be made by adjusting that Party's Contribution.

11. PAYMENT PROVISIONS

- 11.1. The amounts of each Party's Contribution and the means by which the Contributions are calculated are set out in Schedule 4.
- 11.2. Each Party shall pay its Contribution in the manner set out in Schedule 4.

12. INDEMNITY FOR PARTY'S DEFAULT

12.1. If the Corporate Services Contract(s) [or one of them] is terminated by the Contractor for Authority Default (as defined in the Corporate Services Contract(s)) as a result of a default by one or more of the Parties, that Party/those Parties shall indemnify those Parties who remain contracted to the Contractor against any increased Contract Fee or other costs arising directly and properly from the termination for Authority Default.

13. DISPUTE RESOLUTION

13.1. If there are any disputes or differences between the Parties or any of them in relation to the Corporate Services Procurement, they shall use their best endeavours to resolve such disputes amicable between themselves.

- 13.2. Any dispute between the Parties which has not been resolved without formal consideration shall be referred to the Project Steering Group
- 13.3. If the dispute is not resolved by the Project Steering Group it shall be referred to a meeting between the Chief Executives of the Parties to the dispute who shall use their best endeavours to ensure that the dispute is resolved.
- 13.4. If the meeting referred to in clause 13.3 above does not result in a resolution of the dispute, it shall be referred to a meeting between the leaders of the Parties to the dispute, who shall use their best endeavours to ensure the dispute is resolved.

14. PUBLIC RELATIONS AND PUBLICITY

The Parties shall not by themselves, their employees, or their agents, and shall procure that its sub-contractors shall not, communicate with representatives of the press, television, radio or other communications media on any matter concerning the contents of this IAA without first consulting the Project Steering Group.

15. NOTICES

- 15.1. No notice required to be served upon any of the Parties under this IAA shall be valid or effective unless it is in writing and served:
 - 15.1.1. by delivering the notice by hand to that Party at the relevant address set out in Schedule 3 (Delivery Addresses for Notices) or to such other address as that Party may notify the other Party in writing, and the notice shall be deemed to have been duly served at the time it is so delivered provided a receipt is obtained;
 - 15.1.2. only where the terms of this IAA expressly permit it, emailed to the email addresses set out in Schedule 3 (Delivery Addresses for Notices); or
 - 15.1.3. by posting the notice in a pre-paid envelope sent by recorded delivery and addressed to that Party at the relevant address set out in Schedule 3 (Delivery Addresses for Notices) or such other address as that Party may notify the other Party in writing and the notice shall be deemed to have been duly served two days after the date of posting.
- 15.2. Where any notice is deemed served pursuant to clause 15.1.1 after 4 p.m. on any day, the notice shall be deemed to have been served on the next working day.

16. ENTIRE AGREEMENT

16.1. Except where expressly provided in this IAA, this IAA constitutes the entire agreement between the Parties in connection with its subject matter and, in the

absence of fraud, supersedes all prior representations, communications, negotiations and understandings concerning the subject matter of this IAA.

- 16.2. The Parties acknowledge that they have not entered into this IAA on the basis of any representation that is not expressly incorporated into this IAA.
- 16.3. Without limiting the generality of the foregoing, no Party shall have any remedy in respect of any untrue statement made to him upon which he may have relied in entering into this IAA, and a Party's only remedy is for breach of contract. Nothing in this IAA purports to exclude liability for any fraudulent statement or act.

17. AGENCY

Nothing in this IAA shall constitute a legal partnership or agency between the Parties.

18. ASSIGNMENT

This IAA is personal to the Parties and the rights and/or obligations under this IAA shall not be assigned, novated or otherwise transferred to any person other than to a successor body following a reorganisation within government or to a body which substantially performs any of the functions that previously had been performed by the affected Party. The Parties shall enter into such agreement and/or deed as may reasonably be required to give effect to such assignment, novation or transfer.

19. WAIVER

Failure by one Party to enforce the provisions of this IAA or to require performance by the other Party of any of the provisions contained in this IAA shall not constitute or be construed as a waiver of or as creating an estoppel in connection with any such provision and shall not affect the validity of this IAA or any part thereof or the right of the former Party to enforce any provision in accordance with its terms.

20. SEVERABILITY

If any term, condition or provision of this IAA shall be held to be invalid, unlawful or unenforceable to any extent by a Court of competent jurisdiction, such term, condition or provision shall be severed and shall not affect the validity, legality and enforceability of the other provisions of or any other documents referred to in this IAA.

21. RIGHTS OF THIRD PARTIES

The Parties agree that this IAA shall not be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999 and any rights contained therein are excluded.

22. LAW AND JURISDICTION

This IAA shall be governed by and construed in all respects in accordance with the laws of England. Subject to clause 13, the English courts shall have exclusive jurisdiction to settle any disputes that may arise out of or in connection with this IAA.

23. COUNTERPARTS

This IAA may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument.

SCHEDULE 6 Delivery Addresses for Notices

Hart District Council

Tricia Hughes
Joint Chief Executive
Civic Offices, Harlington Way, Fleet, Hampshire GU51 4AE

Patricia.hughes@hart.gov.uk

South Oxfordshire District Council

Steve Bishop Strategic Director Abbey House, Abbey Close, Abingdon, Oxfordshire OX14 3JE

Steve.bishop@southandvale.gov.uk

The Vale of White Horses district Council

Steve Bishop Strategic Director Abbey House, Abbey Close, Abingdon, Oxfordshire OX14 3JE

Steve.bishop@southandvale.gov.uk

Mendip District council

Chris Atkinson Corporate Manager – Access to Services Council Offices,,Cannards Grave Road, Shepton Mallet Somerset BA4 5BT

Chris.atkinson@mendip.gov.uk

Havant Borough Council

Jane Eaton
Executive Head of Governance and Logistics
Public Service Plaza, Civic Centre Road, Havant, Hampshire PO9 2AX

Jane.eaton@havant.gov.uk