

APPENDIX A

APPENDIX A

DATED

2022

(1) DISTRICT COUNCIL OF TANDRIDGE

(2) SURREY COUNTY COUNCIL

**JOINT WORKING AGREEMENT
FOR FINANCE SERVICES**

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THIS AGREEMENT is made on the _____ of _____ 2022

PARTIES

- 1) **SURREY COUNTY COUNCIL** of Woodhatch Place, 11 Cockshot Hill, Reigate, Surrey, RH2 8EF (“SCC”)
- 2) **DISTRICT COUNCIL OF TANDRIDGE (also known as Tandridge District Council)** of 8 Station Rd E, Oxted RH8 0BT (“TDC”)

together referred to as the “Parties”

BACKGROUND

- (A) At TDC’s Strategy and Resources Committee Meeting on 25th March 2021, Members decided that SCC would help to prepare a proposal for an integrated shared finance service with SCC.
 - (B) At a further Strategy and Resources Committee Meeting on the 6th July 2021, Members authorised TDC’s Chief Executive to complete the arrangement with SCC.
 - (C) At it’s Cabinet meeting on 20th July 2021, SCC approved the development of the finance services partnership with TDC.
 - (D) The aim of the Arrangement is to provide TDC with a comprehensive finance function comprising the s151 role and leadership and management of a range of financial functions. Under this agreement, SCC will also provide support to TDC through the development and delivery of a Tandridge Finance Transformation Programme (‘TFT’).
- (B) This Agreement sets out the respective roles, responsibilities, principles and protocols which will govern how SCC and TDC will work together to develop the in-house finance service team.
- (C) This Agreement is entered into in reliance on the exclusive rights given to local authorities in sections 101, 102, 111, 112 and 113 of the Local Government Act 1972 and s.9EA of the Local Government Act 2000 and the Regulations made under these Acts (to include but not limited to the Local Authority (Arrangement for the Discharge of Functions) (England) Regulations 2012), together with the general power within section 2 of the Local Government Act 2000 and the supporting provisions within section 111 of the Local Government Act 1972.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1. This Agreement shall be interpreted in accordance with Schedule 1.

2. DURATION OF THE AGREEMENT

2.1. This Agreement shall commence on the Commencement Date and shall continue in full force and effect unless terminated in accordance with clause 21 (Termination) or clause 26 (Anti-corruption) .

3. JOINT WORKING ARRANGEMENTS

3.1. The aims, benefits, principles and intended outcomes of entering into this Agreement are as set out in [Schedule 2](#) (“the Objectives”).

3.2. The Arrangements set out in clauses 4, 5, 6, 7, and 8 of this Agreement support the achievement of these Objectives.

4. GOVERNANCE AND REVIEW

4.1. The Arrangements and delivery of the Objectives shall be in accordance with the roles and responsibilities set out in [Schedule 7](#).

4.2. The Arrangements and delivery of the Objectives will be subject to ongoing review between the TDC Chief Executive and the shared s151 post. Following any annual review, a report should be presented to TDC’s Strategy and Resources Committee and SCC’s Cabinet respectively..

4.3 An Annual Review of the Arrangements and delivery of the Objectives will be undertaken between the TDC Chief Executive and the shared s151 post (or other agreed representatives of the Parties) to confirm whether they are operating as expected and to the satisfaction of both parties.

The Annual Review will consider (this is not an exhaustive list):

- the performance of the Arrangements against the targets, priorities and outcomes specified in this Agreement (or such other targets, priorities and outcomes as may be agreed between the Parties in writing from time to time);
- targets and priorities for the next Financial Year;
- the operation and effectiveness of the Arrangements;

- delivery of agreed outcomes and benefits and the role of the Arrangements in relation to such delivery.
- 4.4. This annual review may involve TDC obtaining external financial advice if required (at its own expense).
- 4.5. Following a review held in accordance with [clause 4.3](#), the Parties will jointly consider the need for any changes to the Arrangements, with any variations made and monitored through the business planning process for each Party.

5. OPERATIONAL ARRANGEMENTS

- 5.1. The development of the finance shared service will be undertaken in accordance with the requirements of this Agreement, supporting documentation and any relevant internal governance within each of the Parties.
- 5.2. A summary of the proposed operating model and associated Service Charge is set out in Schedule 8. This operating model may be varied from time to time with variations undertaken in accordance with the variations clause and the relevant Schedule 8 updated.
- 5.3. Where operational arrangements involve third parties these will be managed through and by one of the Shared posts, who will ensure that these arrangements meet the requirements of this Agreement and any relevant internal governance within each of the Parties.
- 5.4. The Parties will enter into an s.113 Agreement to share defined posts (“the Shared Posts”) in the form set out in Schedule 3 of this Agreement (as amended to reflect the specific requirements of the Arrangements).
- 5.5. The development and delivery of the Tandridge Finance Transformation programme (TFT) will be undertaken in accordance with the requirements of this Agreement and any relevant internal governance within each of the Parties.

6. PERSONNEL ARRANGEMENTS

- 6.1. The Parties have jointly developed the HR Protocol set out in Schedule 4 which is designed to support the Arrangements but is not intended to be (and unless the Parties expressly agree otherwise in writing, will not have the effect of being), a substitute for either Party’s existing HR Policies and Procedures.

- 6.2. The Parties agree to be bound by the terms of the HR Protocol and to fulfil their respective obligations in that respect. The HR Protocol may be varied in accordance with the clause 23.
- 6.3. During the term of the s.113 Agreement the recruitment, assignment to and management of the Shared Posts will be in accordance with this Agreement and the HR Protocol.

7. FINANCIAL ARRANGEMENTS

- 7.1. The Parties have jointly developed the Financial Protocol set out in Schedule 5 which is designed to set out the financial principles governing the Shared Team.
- 7.2. The Parties agree to be bound by the terms of the Financial Protocol and to fulfil their respective obligations in that respect. The Financial Protocol may be varied in accordance with clause 23.
- 7.3. During the term of the s.113 Agreement the financial arrangements for the Shared Team will be in accordance with this Agreement and the Financial Protocol.

8. SHARING INFORMATION

- 8.1. The Parties have jointly developed the Technology and Information Sharing Protocol set out in Schedule 6 which is designed to specify the Shared Team's obligations when sharing information in pursuance of the Arrangements.
- 8.2. The Parties agree to be bound by the terms of the Technology and Information Sharing Protocol and to fulfil their respective obligations in that respect. The Technology and Information Sharing Protocol may be varied in accordance with clause 23.
- 8.3. During the term of the s.113 Agreement the arrangements for sharing information will be in accordance with this Agreement and the Technology and Information Sharing Protocol.

9. SHARING TECHNOLOGY

- 9.1. The Parties have jointly developed the Technology and Information Sharing Protocol set out in Schedule 6 which is designed to specify

the Shared Team's obligations when sharing Technology in pursuance of the Arrangements.

- 9.2. The Parties agree to be bound by the terms of the Technology and Information Sharing Protocol and to fulfil their respective obligations in that respect. The Technology and Information Sharing Protocol may be varied in accordance with clause 23.
- 9.3. During the term of the s.113 Agreement the arrangements for sharing Technology will be in accordance with this Agreement and the Technology and Information Sharing Protocol.

10. INDEMNITIES AND LIABILITIES

- 10.1. The Parties shall be jointly and severally liable to any third parties in respect of all actions and causes of action claims demands proceedings damages losses costs charges and expenses directly arising from this Agreement.
- 10.2. Each Party shall indemnify and keep indemnified the other Party from and against the extent of the indemnifying Party's liability for any actions and causes of action claims demands proceedings, damages, losses, costs, charges, and expenses directly arising from or in connection with this Agreement and such liability and indemnity shall continue after the termination of this Agreement.
- 10.3. Subject to clauses 10.1 and 10.2, the Parties agree that they will be responsible for the activities of the Post Holder as follows:
 - a) the Non-Employing Council will be responsible for the acts or omissions of any Post Holder when performing their S113 Duties or otherwise acting in their capacity as an officer of the Non-Employing Council; and
 - b) the Employing Council will be responsible for the acts or omissions of any Post Holder when performing their Employee Duties or otherwise acting in their capacity as an officer of the Employing Council.
- 10.4. Subject to Clauses 10.1 to 10.3, any Loss incurred in relation to or arising from a Post Holder's employment whether or not following termination of employment of a Post Holder or termination of this Agreement including any award by a court or tribunal shall be the responsibility of the Employing Council. The Non-Employing Council

shall have no liability in respect of such Loss and the Employing Council agrees to indemnify the Non-Employing Council against any such Loss.

- 10.5 The Parties hold the view that TUPE will not apply on the commencement of this Agreement, during the term of the Agreement or on the expiry of the Agreement (in whole or in part). However if TUPE operates so as to transfer the contract of employment of any Post Holder due to a Relevant Transfer from one Council (“the Transferor Council”) to the other Party (“the Transferee Council”), the Parties shall comply with their legal obligations under TUPE.
- 10.6. Subject to clause 10.8 the Transferor Council shall be liable for and shall indemnify the Transferee Council against any Employment Liabilities incurred by the Transferee Council which arise before, on or after the Relevant Transfer and out of an act or omission of the Transferor Council in connection with:
- 10.6.1. The Post Holder’s employment with the Transferor Council;
- 10.6.2. Any failure to comply with the obligations under Regulation 13 and 14 of TUPE (including any action brought by an employee representative for breach of Regulations 13 and/or 14 of TUPE) except where such failure arises from the Transferee Council’s failure to comply with its obligations under Regulations 13 and/or 14 of TUPE.
- 10.7. Subject to clause 10.8 the Transferee Council shall be liable for and shall indemnify the Transferor Council against any Employee Liabilities incurred by the Transferor Council which arise before on or after the Relevant Transfer caused by an act or omission of the Transferee Council in connection with:
- 10.7.1. The Post Holder’s employment with the Transferee Council;
- 10.7.2. Any failure to comply with the obligations under Regulations 13 and 14 of TUPE (including any claim brought by an employee representative for breach of Regulations 13 and 14 of TUPE).
- 10.8. Where any Employee Liabilities arise partly as a result of any act or omission of the Transferee Council and partly as a result of any act or omission of the Transferor Council whether before, on or after the date of the Relevant Transfer, the Parties shall indemnify each other against only such part of the Employee Liabilities sustained by the

other Council as is reasonably attributable to the act or omission of that Council.

- 10.9. In relation to the indemnities of this clause 10 the Parties agree to cooperate with each other and take all reasonable steps to mitigate any costs and expenses and any adverse effect on industrial or employee relations.

11. INSURANCE

- 11.1. Each Party shall use their reasonable endeavors to ensure that it maintains policies of insurance which include public liability, employee liability, professional indemnity and Member indemnity to cover any liabilities arising under this Agreement.
- 11.2. Each Party will use their reasonable endeavors to ensure that their respective insurance arrangements are mutually comparable as soon after the Commencement Date as practicable.
- 11.3. Each Party shall notify its insurer or insurers of the fact that it has entered into the Agreement and shall pay such adjusted premiums as arise therefrom to ensure continuation of its prior insurance cover.

12. STANDARDS OF CONDUCT

- 12.1. The Parties will ensure the Arrangements comply with all statutory requirements national and local and other guidance on conduct and probity and good corporate governance (including the Council's respective Internal Governance Documents).
- 12.2. The Parties will review and where permitted and appropriate, amend their Internal Governance Document to ensure compliance with their obligations under this Agreement and to enable the Agreement to operate as smoothly and effectively as practicable. Nothing in this clause shall require a Party to make amendments which in its reasonable belief would be inconsistent with the Council's respective Internal Governance Documents.

13. CONFLICT OF INTEREST AND DISPUTE RESOLUTION PROCEDURE

- 13.1. The Parties acknowledge that conflicts of interest may arise during this Agreement. The Parties agree that circumstances in which a conflict of interest may arise include, but are not limited to, the following:

- 13.1.1. When the private interests of a Post Holder conflict with the interests of the Non-Employing Council in the context of the Arrangements (“a Private Interest Conflict”);
- 13.1.2. When the duties of a Post Holder arising under or in connection with the furtherance of integrated working conflict with the duties owed by that Post Holder to the Employing Council (“a Combined Working Conflict”).

13.2. Private Interest and Combined Working Conflict

Private Interest Conflict

- 13.2.1. In the event that a Private Interest Conflict arises, or a Post Holder suspects that it will arise, the Employing Council shall manage that risk in accordance with its Policies and Procedures for handling conflicts of interest.

Combined Working Conflict

- 13.2.2. In the event that a Combined Working Conflict arises and which affects the ability of any persons operating under this Agreement to act in the best interests of both Parties, they shall as soon as possible inform the Parties who will liaise with the relevant Service Director to determine and implement whatever action is necessary to manage the risk.
- 13.2.3. In the event that a Combined Working Conflict arises which is not covered by clause 13.2.2, the Parties will ensure that the relevant Service Director shall ensure that immediate steps are taken to promote and protect the interests of all Parties and their respective employees and where necessary the Parties shall use reasonable endeavors to procure that the relevant Service Director seeks appropriate independent professional advice.
- 13.2.4. The Parties acknowledge that a Combined Working Conflict arising may require each of the Parties to seek separate and independent legal advice.

13.3. Dispute Resolution Procedure

- 13.3.1. If any dispute arises out of or in connection with this Agreement the Parties shall comply with this procedure (“Dispute Resolution Procedure”).
- 13.3.2 The Parties shall promptly notify each other of the matter in dispute (“Dispute”) which shall in the first instance be referred to Director Corporate Finance and Commercial (SCC) and the Monitoring Officer (TDC) who shall use all reasonable skill, care and diligence to ensure that they receive the views of all Parties and consider all solutions proposed with the objective of resolving the dispute and achieving an agreed solution.
- 13.3.3 Where the Director Corporate Finance and Commercial (SCC) and the Monitoring Officer (TDC) do not achieve within fourteen (14) days of notification of a Dispute a solution acceptable to all parties involved, and provided no right of termination has been exercised, then senior representatives of both Parties shall meet promptly, and in any event within twenty one (21) days of notification of the Dispute, in good faith to discuss and seek to resolve the Dispute.
- 13.3.4 The Parties agrees that the provision of the Services shall not be affected or suspended in the event of and during any Dispute.

Mediation

- 13.3.5 In the event that the Dispute cannot be resolved by negotiation or conciliation under clauses 13.3.2. and 13.3.3 within two (2) Months, or such other period as may be determined by the Parties, both Parties shall attempt to settle it by mediation.
- 13.3.6 The procedure for mediation and consequential provisions relating to mediation are as follows:
- 13.3.6.1 a neutral advisor or mediator (the “**Mediator**”) shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within ten (10) Working Days after a request by one (1) party to the other or the Mediator agreed upon is unable or unwilling to act, either party shall within ten (10) Working Days from the date of the proposal to appoint a Mediator or within ten (10) Working Days of notice to either party that he is unable or unwilling to act, apply

- to CEDR (or any successor body) to appoint a Mediator;
- 13.3.6.2 the Parties shall within ten (10) Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the parties may at any stage seek assistance from CEDR to provide guidance on a suitable procedure;
- 13.3.6.3 unless otherwise agreed, all negotiations connected with the Dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings;
- 13.3.6.4 if the Parties reach 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
- 13.3.6.5 failing agreement, either of the parties may invite the Mediator to provide a non-binding but informative written opinion. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to this Agreement without the prior written consent of both Parties
- 13.3.7 If the Parties fail to resolve the Dispute by mediation within two (2) Months of the Mediator being appointed, or such longer Period as may be agreed between the Parties, then any Dispute or difference between them may be referred to the courts pursuant to clause 27.

14. COMPLAINTS

- 14.1.1. Complaints by third parties arising out of or in connection with these Arrangements will be dealt with in accordance with the complaints policy of the appropriate Party in force from time to time.
- 14.1.2. The Parties will cooperate with investigations undertaken by their respective Ombudsman and shall give each other notice

of such a complaint having been received as soon as reasonably practicable. The Council subject to a complaint concerning the Shared Team shall, to the extent that it is reasonably practicable and permissible by law, give the other Council an opportunity to comment upon/review its response before it is submitted. Each Council permits the other to share all relevant information with the Ombudsman in responding to a complaint.

15. INTELLECTUAL PROPERTY

- 15.1. The Parties shall to the extent permissible by law grant to each other a licence to use their relevant IPR solely and exclusively for the purposes of and in connection with this Agreement and the Arrangements.
- 15.2. Subject to clauses 15.1 and 15.3 neither Party shall acquire from the other any rights to that of the other's IPR.
- 15.3. If any IPR is created, brought into existence or acquired in relation to anything jointly developed by the Parties in relation to the Agreement or the Arrangements, the Parties shall negotiate in good faith and use all reasonable endeavors to agree the rights that each Council shall have in relation to such IPR. Following any such agreement the Parties shall to the extent permissible by law do all things and execute all documents necessary to give full effect to the agreement. If the Parties are unable to reach agreement the matter shall be referred to the Dispute Resolution Procedure at clause 13.3.

16. DATA PROCESSING AND DATA PROTECTION

- 16.1. The Parties acknowledge that these Arrangements are subject to the requirements of Data Protection Legislation. This clause 16 is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.
- 16.2. The Parties acknowledge that for the purposes of Data Protection Legislation, they are Data Controllers and Data Processors. The Information Sharing Protocol at Schedule 6 sets out the scope, nature and purpose of processing by the Parties, the duration of the processing and the types of Personal Data and categories of Data Subject.

- 16.3. Without prejudice to the generality of clause 16.1 the Parties' will ensure that they have identified the basis for processing including consent where appropriate and appropriate notices in place to enable the lawful processing of Personal Data in the performance of the Services and for the duration and purposes of this Agreement.
- 16.4. The Parties shall, in relation to any Personal Data or Sensitive Personal Data processed in connection with the performance of these Arrangements:
 - 16.4.1. ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - 16.4.2. not transfer any Personal Data outside of the European Economic Area unless both Parties consent and the following conditions are fulfilled:
 - 16.4.2.1. One or both Parties have provided appropriate safeguards in relation to the transfer;
 - 16.4.2.2. the Data Subject has enforceable rights and effective remedies;
 - 16.4.2.3. the Parties comply with their obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred.
- 16.5. Subject to the disclosure requirements of any Applicable Laws, nothing in this Agreement shall oblige a Party or a Post Holder to disclose information where such disclosure would be in breach of:

- 16.5.1. Any contract; and/or
 - 16.5.2. Any other relevant and applicable internal or external policies or codes of conduct in relation to confidentiality and disclosure of information.
- 16.6. The Parties will, upon receipt of any of the following and to the extent that it is personal data under the control of both Parties and is permissible and reasonably practicable to do so, notify and consult the other Council prior to the disclosure of any Information relating to these Arrangements:
- 16.6.1. a request from a Data Subject to have access to that person's Personal Data;
 - 16.6.2. a request to rectify, block or erase any Personal Data;
 - 16.6.3. any other request, complaint or communication relating to either Council's obligations under the Data Protection Legislation (including any communication from the Information Commissioner).
- 16.7. Where appropriate, The Parties will assist each other in responding to any request from a Data Subject and in ensuring compliance with their obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators. The Parties acknowledge however that they may be required to respond to a request without obtaining consent from the other.
- 16.8. Where data is held in joint control, the Parties will notify each other immediately and in any event within 24 hours on becoming aware of a Personal Data breach relating to these Arrangements including without limitation any event that results, or may result, in unauthorised access, loss, destruction, or alteration of Personal Data in breach of this Agreement.
- 16.9. The Parties will maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for inspections by their respective auditors.
- 16.10. The Parties shall take reasonable steps to procure that staff and Post Holders who process any Personal Data or Sensitive Personal Data in accordance with or in the course of this Agreement and/or the performance of the S113 Duties shall do so in accordance with the Applicable Laws and any other relevant guidance.

- 16.11. Each Council agrees at all times during the continuance of this Agreement and after its termination to keep confidential all information or data that it receives or otherwise acquires in connection with the Arrangements and which by its nature is confidential or which has reasonably been marked with such words signifying that it should not be disclosed except where:
- 16.11.1. The disclosure is made pursuant to any litigation between the Parties;
 - 16.11.2. The disclosure is required to comply with Law (including the FOIA);
 - 16.11.3. The disclosure is made to a Council's professional advisors who owe a similar obligation of confidentiality; or
 - 16.11.4. The information was in the possession of the Council without obligation of confidentiality or was in the public domain (otherwise than by breach of this Agreement) before receiving it from the other Council.
- 16.12. The provisions of this clause shall apply during the continuance of the Agreement and indefinitely after its expiry or termination.

17. FREEDOM OF INFORMATION

- 17.1. The Parties acknowledge that the Services are subject to the requirements of the FOIA and the EIRs and will each comply with their respective obligations in that respect.
- 17.2. Without prejudice to the general obligation in clause 17.1 any Party in receipt of a Request for Information will, to the extent that it is permissible and reasonably practicable to do so, notify and consult the other Party prior to the disclosure of any Information relating to these Arrangements. The Parties acknowledge however that they may be required to disclose Information without obtaining consent from the other.
- 17.3. The Party in receipt of the Request for Information shall be responsible for determining in its absolute discretion whether the information requested is exempt from disclosure in accordance with the FOIA and/or the EIRs.
- 17.4. Each Party will cooperate fully with the other Party for the purposes of enabling that other Party to properly fulfil its obligations in response to a Request for Information and as required will:

- 17.4.1. provide all necessary assistance and cooperation as reasonably requested to enable compliance with its obligations under the FOIA and EIRs;
- 17.4.2. provide a copy of all Information requested in the Request For Information which is in its possession or control in the form required and within 5 Working Days (or such other period as may reasonably be specified) of the request for such Information.

18. CONFIDENTIALITY

- 18.1. Subject to clause 18.2 each Party shall keep the other Party's Confidential Information confidential and shall not:
 - 18.1.1. use such Confidential Information except for the purpose of performing its rights and obligations under or in connection with this Agreement; or
 - 18.1.2. disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause.
- 18.2. The obligation to maintain confidentiality of Confidential Information does not apply to any Confidential information:
 - 18.2.1. which the other Party confirms in writing is not required to be treated as Confidential Information;
 - 18.2.2. which is obtained from a third party who is lawfully authorised to disclose such information without any obligation of confidentiality;
 - 18.2.3. which a Party is required to disclose by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law, including the FOIA or the EIRs;
 - 18.2.4. which is in or enters the public domain other than through any disclosure prohibited by this agreement;
 - 18.2.5. which a Party can demonstrate was lawfully in its possession prior to receipt from the other Party; or

- 18.2.6. which is disclosed by either Party on a confidential basis to any central government or regulatory body.
- 18.3. A Party may disclose the other Party's Confidential information to those of its Representatives who need to know such Confidential Information for the purposes of performing or advising on the Party's obligations under this agreement, provided that:
 - 18.3.1. it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
 - 18.3.2. it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause as if they were a party to this agreement,
 - 18.3.3. and at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this clause.

19. AUDIT

- 19.1. This programme of work is subject to the usual audit procedures of both Parties and may form part of the annual audit plan and be reported to their respective Audit Committees as appropriate.
- 19.2. If an audit identifies that a Party has failed to perform its obligations under this Agreement in any material manner, the procedure set out in clause 22 (and the clauses referred to therein) shall apply.

20. DEFAULT

- 20.1. In the event of a Party ("the **Defaulting Party**") being, in the reasonable opinion of the other Party (the "**Other Party**"), in breach of its obligations under this Agreement and such breach being capable of remedy, the Other Party will have the right, at its discretion to initiate the Dispute Resolution Procedure at clause 13.3 or to exercise its right to terminate this Agreement in accordance with the provisions of this Agreement.

21. TERMINATION

- 21.1. This Agreement shall continue unless terminated in accordance with this Clause 21 and/or clause 26 PROVIDED ALWAYS THAT the

provisions of this Clause 21 and/or clause 26 shall be subject to any other provision of this Agreement extending financial liability beyond termination.

- 21.2. Where both Parties jointly agree to terminate and withdraw from the Agreement they may do so by each giving the other 15 (fifteen) months prior written notice and such a decision to terminate or withdraw may only be made by both Councils acting with the necessary authority (which for TDC shall be by decision of its full Council). If either Council unilaterally terminates or withdraws from this Agreement they shall do so by giving to the other not less than fifteen months prior written notice and such a decision to terminate or withdraw may only be made by that Council acting by its full Council.
- 21.3. This Agreement in respect of any individual Post Holder will terminate forthwith in respect of that particular Post Holder upon the dismissal or resignation of the Post Holder from their Employing Council or upon the Post Holder withdrawing their consent to being made available pursuant to these Arrangements where applicable.
- 21.4. This Agreement will terminate in respect of any individual Post Holder upon any reorganisation or reconstruction affecting any Party whereby the Post Holder no longer holds office with their Employing Council.
- 21.5. A Party may at any time by notice in writing to the other Party terminate this Agreement upon service of 3 months written notice if:
 - 21.5.1. The other Party commits a material breach of any of its obligations hereunder which is not capable of remedy; or
 - 21.5.2. The other Party commits a material breach of any of its obligations hereunder which is capable of remedy but has not been remedied in accordance with the provisions of this Agreement;
- 21.6. A Party may by written notice to the other Party in accordance with clause 21.7 terminate this Agreement if:
 - 21.6.1. As a result of any change in law or legislation it is unable to fulfil its obligations under this Agreement;

- 21.6.2. The fulfilment of its obligation hereunder would be in contravention of any guidance from any Secretary of State issued after the Commencement Date;
- 21.6.3. Its fulfilment of its obligations would be ultra vires or otherwise unlawful and the Parties shall be unable to agree a modification or variation to this Agreement (which may include termination in part only) so as to enable the Parties to fulfil their obligations in accordance with law and guidance;
- 21.6.4. The fulfilment of its obligations are no longer financially viable pursuant to schedule 5
- 21.7. In the case of notice pursuant to clause 21.6.1 or 21.6.2 the Agreement shall terminate after such reasonable period as shall be specified in the notice having regard to the nature of the change as the case may be. In the case of notice pursuant to clause 21.6.3 the Agreement shall terminate with immediate effect.
- 21.8. Notices served pursuant to clause 21.5 or 21.6 will result in termination of the whole of the Agreement unless the Parties agree otherwise in writing.
- 21.9. Termination of this Agreement in whole or in part (whether by effluxion of time or otherwise) shall be without prejudice to the Parties' rights in respect of any antecedent breach and the provisions of this clause shall continue in full force and effect.
- 21.10. In the event of termination of this Agreement, the Parties will use best endeavours to secure and agree arrangements which will minimise disruption to:
 - 21.10.1. The continued delivery of the Service to service users;
 - 21.10.2. Staff working within the Arrangements.
- 21.11. In the event that this Agreement is terminated in part only, the Parties will agree appropriate variations to the Agreement. Such variations will be documented in writing and signed by both Parties.
- 21.12. Where the Agreement is terminated in part, then except for that part of the Agreement that has been terminated, the Agreement shall continue in full force and effect.

22. CONSEQUENCES OF TERMINATION

- 22.1. If a notice of termination is served by any Party in accordance with Clause 21 above, the Parties shall cooperate in good faith to agree an "Exit Plan" as soon as reasonably practicable and in any event within two (2) calendar months of the date of service of the notice. The Exit Plan shall set out how the arrangements considered in this Agreement will be ended.
- 22.2. The agreed principles of the Exit Plan shall be:
- (i) that continuation, quality and accuracy of service delivery are paramount and options should be assessed in this light;
 - (ii) the additional expense of exiting this agreement shall be fully costed and managed in such a way that it is kept as low as possible.
 - (iii) the additional expense of exiting this agreement shall be borne by the Parties in the following way:
- 22.3. The additional expense of exiting this agreement shall be borne by the Parties in the following way:
- (iv) in the event of termination under clause 21.2, by the Party serving the termination notice.
 - (v) in the event of termination for material breach by the Party that has committed the material breach or repeated breaches.
 - (vi) in the event of termination under any other clause 21, each Party shall bear their own costs.

23. VARIATIONS

- 23.1. The Parties may agree to vary the Agreement including for the avoidance of doubt the Protocols from time to time in accordance with this clause 23.
- 23.2. Any Party may propose a variation to the Agreement and the Parties shall use reasonable endeavors to agree the variation. In the event of any disagreement in relation to the variation any Party may refer the matter to the Dispute Resolution Procedure.
- 23.3 Any variation of the Agreement and/or the Protocols must be in writing and signed by or on behalf of each of the Parties before acceptance is deemed.

24. NO PARTNERSHIP

- 24.1. Nothing in this Agreement shall create or be deemed to create a legal Partnership or the relationship of employer and employee between the Parties or render any Party directly liable to any third party for the debts, liabilities or obligations of another Council.
- 24.2 Save as specifically authorised under the terms of this Agreement no Party shall hold itself out as the agent of another party.

25. ENTIRE AGREEMENT

- 25.1. The terms contained in this Agreement together with the contents of the Schedules and Appendices constitute the complete agreement between the Parties with respect to the Arrangements and supersede all previous communications, representations, understandings and agreement and any representation, promise or condition not incorporated herein shall not be binding on any Party which is party to this Agreement.
- 25.2. No agreement or understanding varying or extending any of the terms or provisions hereof shall be binding upon a Party unless in writing and signed by a duly authorised officer or representative of each Party.

26. ANTI-CORRUPTION

- 26.1 Both Parties warrants that neither it, nor to the best of its knowledge any of its Employees undertaking a Post Holder position have at any time prior to the Commencement Date:

- (a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
- (b) been listed on any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on grounds of a Prohibited Act.

- 26.2 For the purposes of this clause 26 a Prohibited Act shall mean:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by either of the Parties a financial or other advantage to:

- i. include that person to perform improperly a relevant function or activity; or
 - ii. reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;
- (c) committing any offence:
 - i. under the Bribery Act;
 - ii. under legislation or common law concerning fraudulent acts;
 - iii. defrauding, attempting to defraud or conspiring to defraud the authority.
- (d) Any activity, practice or conduct which would constitute one of the offences listed under clause (c), if such activity, practice or conduct had been carried out in the UK ("Prohibited Act").

26.3 Either Party may terminate this Agreement with immediate effect and recover all its losses if the other (or its Employees engaged in a Post Holder position):

- (a) commit a Prohibited Act; and/or
- (b) fails to comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010; and
- (c) engages in any activity, practice or conduct which would constitute an offence under, section 1, 2, and 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; or
- (d) engages in any activity, practice or conduct which would constitute an offence under Section 117(2) of the Local Government Act 1972 and any amendment thereto or any subsequent legislation or under Legislation creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Council; or
- (e) defraud or attempt to defraud or conspire to defraud the other.

27. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

27.1. Unless the right of enforcement is expressly provided, no third party shall have the right to pursue any right under this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

28. GOVERNING LAW

28.1. This Agreement shall be governed by and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.

IN WITNESS whereof this Agreement has been executed by the Parties on the date of this Agreement:

EXECUTED AS A DEED

by affixing the common seal of
THE DISTRICT COUNCIL OF TANDRIDGE
in the presence of:

(affix seal)

.....
Authorised Signatory

EXECUTED AS A DEED

by affixing the common seal of
THE COUNTY COUNCIL OF SURREY
in the presence of:

(affix seal)

.....
Authorised Signatory

SCHEDULE 1: DEFINITIONS AND INTERPRETATION

In this Agreement the following expressions shall have the following meanings:

“Agreement”	This agreement and the Schedules annexed as may be varied from time to time.
“Arrangements”	The arrangements made by the Parties for the combination and integration pursuant to this Agreement, as summarised at clause 3 .
“Audit Committees”	The Audit Committees of SCC and the Audit and Scrutiny Committee of TDC
“Cabinet Member”	A member appointed by the Leader of a Party to its executive pursuant to Part II of the Local Government Act 2000.
“CEDR”	Centre for Effective Dispute Resolution.
“Combined Working Conflict”	Has the meaning given to it in clause 13 .
“Combined Team”	A team created by the Parties in accordance with Section 113 of the Local Government Act 1972 Act and established pursuant to clause 5.
“Commencement Date”	Means the date of this Agreement.
“Confidential Information”	Means all confidential information (however recorded or preserved) disclosed by a Party or its Representatives to the other Party and that Party's Representatives in connection with this Agreement, including but not limited to: <ul style="list-style-type: none">● any information that would be regarded as confidential by a reasonable business person relating to: (i) the business, affairs, customers, suppliers or plans of the disclosing party; and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party;● any information developed by the Parties in the course of carrying out this agreement;● Personal Data;
“Parties”	Means Surrey County Council and Tandridge District Council being the Parties to this Agreement.

“Controller”	Shall have the same meaning as set out in the Data Protection Legislation.
“Processor”	Shall have the same meaning as set out in the Data Protection Legislation.
“Data Protection Legislation”	Shall mean all applicable data protection and privacy Law (including the GDPR, the LED and the Data Protection Act 2018 and all applicable Laws about the processing of personal data and privacy) and any relevant national implementing Laws and regulatory requirements, as amended from time to time, to which the Parties are subject, and any related guidance or codes of practice issued by the relevant supervisory authorities.
“Data Subject”	Shall have the same meaning as set out in the Data Protection Legislation.
“EIRs”	the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.
“Employee Duties”	The duties which a Post Holder performs on behalf of the Employing Party as determined in accordance with their Employment Contract.
“Employee Liabilities”	All damages, losses, liabilities, claims, actions, costs, expenses (including the cost of legal or professional services, legal costs being on an indemnity basis), proceedings, demands and charges whether arising under statute or at common law.
“Employing Council”	In respect of each Post Holder, the Party that employs that Post Holder. Subject to the subsequent operation of TUPE, the Parties shall agree which Party shall be the Employing Party.
“Employment Contract”	The contract of employment between the Post Holder and the Employing Party.
“Financial Protocol”	As set out in schedule 5 .
“Financial Year”	Means 1 April to 31 March.
“FOIA”	The Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

“GDPR”	The General Data Protection Regulation ((EU) 2016/679).
“HR”	Human Resources.
“HR Policies and Procedures”	Means the HR policies of SCC and TDC.
“HR Protocol”	The document entitled ‘HR and Management Protocol for Establishing and Working in Combined Teams’ included at Schedule 4 as amended or replaced by the Parties from time to time.
“Indirect Loss”	Loss of profits, loss of use, loss of production, increased operating costs, loss of business, loss of opportunity, loss of reputation or goodwill or any other consequential or indirect loss of any nature, whether arising in tort or any other basis.
“Information”	Has the meaning given under section 84 of FOIA.
“Information Sharing Protocol”	As set out in schedule 6 .
“Intellectual Property Rights” or “IPR”	All patents, rights, inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals and extensions of such rights and all similar or equivalent rights or forms of protection in any part of the world.
“Internal Governance Document”	Each Party’s internal governance documents which includes its constitution, maintained pursuant to s.37 of the Local Government Act 2000, standing orders and procedure rules.
“Law”	Means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements.

“Loss”	All damage, loss, liabilities, claims, actions, costs, expenses (including cost of legal or professional services), proceedings, demands, and charges whether arising under statute, contract or at common law.
“Non-Employing Council”	In respect of each individual Post Holder the Party that is not the Employing Party.
“Objectives”	The desired aims, benefits, principles and intended outcomes of the joint working arrangements as set out in Schedule 2 .
“Ombudsman”	The Local Government Commissioner for England (or any successor to their functions).
“Party”	Each of the parties to this Agreement (referred to as Parties)
“Personal Data”	Shall have the same meaning as set out in the Data Protection Legislation.
“Policies and Procedures”	means the policies of SCC and TDC
“Personnel”	means the employed staff of SCC and TDC
“Post Holders”	Individuals made available by the Parties for a Combined Team in accordance with the HR Protocol.
“Relevant Transfer”	A relevant transfer for the purposes of TUPE.
“Representatives”	Means, in relation to a party, its employees, officers, representatives and advisors.
“Request for Information”	A request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIRs.
“Services”	Means the services identified as being suitable for or having entered into joint working arrangements in accordance with this Agreement and the Protocols.
“Service Director”	Means the SCC and/or TDC Management Team member with responsibility for the service concerned.

“S.113 Duties”	Those duties which a Post Holder will perform for and on behalf of the Non-Employing Council being the duties identified in the s.113 Agreement (subject to such variations as may be agreed between the Parties and where appropriate the Post Holder from time to time).
“s.113 Agreement”	As set out in Schedule 3
“Shared Posts”	Means the posts comprising the Combined Team in accordance with the arrangements comprised in clause 5 .
“Term”	The duration of the Agreement in accordance with clause 2 .
“Transferee Party”	The Party to whom, subject to Regulations 4(7) and 4(9) of TUPE, a Post Holder’s employment contract transfers, or a Post Holder contends that his or her employment contract transfers, due to a Relevant Transfer.
“Transferor Party”	The Party who immediately before the Relevant Transfer was the employer of a Post Holder whose contract of employment subject to Regulations 4(7) and 4(9) of TUPE, is subject to a Relevant Transfer or a of a Post Holder who contends that, subject to Regulations 4(7) and 4(9) of TUPE, his or her contract of employment is subject to a Relevant Transfer.
“TUPE”	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006 No 246) as amended.
“Working Days”	08:00 to 18:00 on any day except Saturday, Sunday, Christmas Day, Good Friday or a day which is a bank holiday (in England) under the Banking and Financial Dealings Act 1971.

2 Interpretation

2.1 Reference to any statute or statutory provision (including any EU instrument) shall, unless the context otherwise requires, be construed as including references to any earlier statute or the corresponding provisions of any earlier statute, whether repealed or not, directly or indirectly amended, consolidated, extended or replaced by such statute or provision, or re-enacted in any such statute or provision, and

to any subsequent statute or the corresponding provisions of any such statute directly or indirectly amending, consolidating, extending, replacing or re-enacting the same, and will include any orders, regulations, instruments or other subordinate legislation made under the relevant statute or statutory provision.

- 2.2 The headings are inserted for convenience only and shall not affect the construction of this Agreement.
- 2.3 Words importing one gender include all other genders and words importing the singular include the plural and vice versa.
- 2.4 A reference in this Agreement to any clause, paragraph or Schedule is, except where it is expressly stated to the contrary, a reference to a clause or paragraph or Schedule to this Agreement.
- 2.5 Any reference to this Agreement or to any other document unless otherwise specified shall include any variation, amendment or supplements to such document expressly permitted by this Agreement or otherwise agreed in writing between the relevant Parties.

SCHEDULE 2: AIMS, INTENDED OUTCOMES AND PRINCIPLES

OBJECTIVES

The Parties have agreed to develop a shared finance service which provides TDC with a comprehensive finance function comprising the s151 role and leadership and management of a range of other financial functions. Under this agreement, SCC will also support TDC through the development and delivery of a Tandridge Finance Transformation (TFT) Programme.

It is accepted that the form of this shared finance service and the supporting TFT programme will change over time. The future development of the service and the supporting TFT programme will be underpinned and guided by a Vision and a set of Design Principles taken together. These are set out below:

The Vision

Building a trusted, proactive and insightful Finance Service which is at the heart of developing a strong culture of financial management, accountability and evidence-based decision making across the council.

Blending the skills, experience and expertise of the Surrey and Tandridge teams to build a high performing, resilient, finance function for the council.

Improving processes and using systems more effectively to ease workload pressure and free up capacity.

Design Principles for development of the finance function

Stability – provides TDC with a long-term stable finance function

Resilience – able to withstand pressures and demands placed upon it

Expertise – provides TDC with access to specialist expertise in key areas

Partnership oriented – provides a strong focus on finance business partnering with TDC services and on working jointly and effectively across both councils to make best use of experience and expertise of each

High performing – provides a basis and environment to allow the finance team to perform at a high level

Design Principles for development of the role of finance within the Council

Trusted – services trust the advice of the finance service to inform their plans

Proactive & insightful – able to proactively support services in their plans rather than constantly 'firefighting'

Leading – the finance function leads a culture of strong financial management and accountability and is at the heart of leading the development of strong financial management in the council

Locally owned – TDC regards and recognises the finance function as Tandridge 'owned' and accountable and in keeping with TDC needs.

SCHEDULE 3: S113 Agreement

Surrey County Council

And

District Council of Tandridge

AGREEMENT PURSUANT TO S113 OF THE LOCAL GOVERNMENT ACT 1972

For the Roles Identified in Appendix 1.

PARTIES

- 3) **SURREY COUNTY COUNCIL** of Woodhatch Place, 11 Cockshot Hill, Reigate, Surrey, RH2 8EF (“SCC”)

- 4) **DISTRICT COUNCIL OF TANDRIDGE (also known as Tandridge District Council)** of 8 Station Rd E, Oxted RH8 0BT (“TDC”)

to be referred to individually as a Party and collectively as the Parties.

BACKGROUND

- (A) On [] 2022 SCC and TDC entered into a Joint Working Agreement (“JWA”) through which they made a commitment to identifying ways of working together through the combination, sharing and closer integration of services in order to develop and enhance service delivery, build resilience and achieve future efficiencies.

- (B) This s113 Agreement is made in pursuance of those objectives and arrangements set out in the JWA and so as to enable the Parties to share defined posts in accordance with section 113 of the Local Government Act 1972.

1. DEFINITION AND INTERPRETATION

- 1.1. This s113 Agreement should be interpreted in accordance with and have the same meanings as set out in schedule 1 of the JWA.

2. TERM

This s113 Agreement shall be deemed to have commenced on 1st January 2022 (the “Commencement Date”) and shall continue in force until such time as it is terminated in accordance with clause 21 of the JWA.

3. TERMS OF AVAILABILITY

- 3.1. From the Commencement Date of this s113 Agreement the Shared Posts shall be placed at the disposal of each Party in accordance with the JWA.

- 3.2. Each of the Post Holders will sign an individual agreement with the Parties acknowledging their duties and obligations and agreeing to be bound by the terms of this s113 Agreement, the JWA and any relevant codes, policies and procedures of the particular services concerned

3.3. Each Party may by agreement in writing place additional employees at the disposal of the other or vary the original post holders pursuant to this Agreement. Where any additional or new Post Holders join the joint working arrangements provided for in this s113 Agreement and JWA, they must also sign an individual agreement with the Parties.

3.4. Each Party agrees to ensure that each Post Holder has been consulted and has agreed to being made available in accordance with s.113 of the 1972 Act and the terms of this s113 Agreement and the JWA.

4. GOVERNANCE

4.1. During the term of this s113 Agreement the arrangements for governance shall be in accordance with clause 4 and schedule 7 of the JWA.

5. THE COMBINED TEAM

5.1. During the term of this Agreement the recruitment, assignment to and management of the Shared Posts will be in accordance with Schedule 4 of the JWA.

6. FINANCIAL

6.1. During the term of this Agreement the financial arrangements will be in accordance with Schedule 5 of the JWA.

7. DATA PROTECTION, CONFIDENTIALITY AND FREEDOM OF INFORMATION

7.1. During the term of this s113 Agreement the arrangements for data protection, confidentiality and freedom of information shall be in accordance with clauses 16 to 18 of the JWA.

8. SHARING INFORMATION AND TECHNOLOGY

8.1. During the term of this S113 Agreement the arrangements for sharing information and technology shall be in accordance with clauses 8, 9 and 15 of the JWA.

9. INDEMNITY, LIABILITY AND INSURANCE

9.1. The provisions set out in clauses 10 and 11 of the JWA shall also apply to this s113 Agreement.

9.2. The Parties shall be jointly and severally liable to any third parties in respect of all actions and causes of action claims demands proceedings damages losses costs charges and expenses directly arising from this Agreement. Each Party shall indemnify and keep indemnified the other Party from and against the extent of the indemnifying Party's liability for any actions and causes of action claims demands proceedings damages losses costs charges and expenses directly arising from or in connection with this Agreement and such liability and indemnity shall continue after the termination of this Agreement

9.3. Each Party shall ensure that it has all appropriate insurances relating to public liability, employee liability, professional indemnity and Member indemnity to cover any liabilities arising under this Agreement.

10. CONFLICTS OF INTEREST AND DISPUTE RESOLUTION

10.1. During the term of this s113 Agreement the arrangements for conflicts of interest and dispute resolution are set out in clause 13 of the JWA.

11. TERMINATION

11.1. This Agreement will continue to remain in force until termination in accordance with clause 21 of the JWA.

12. VARIATION

12.1. The Parties may agree to vary the Agreement including for the avoidance of doubt the Protocols from time to time in accordance with clause 23 of the JWA.

12.2. Any variation of the Agreement and/or the Protocols must be in writing and signed by or on behalf of each of the Parties. The Agreement may be varied at any time by agreement in writing between the Parties in accordance with clause 23 of the JWA

13. RIGHTS OF THIRD PARTIES

13.1. The Contracts (Rights of Third Parties) Act 1999 shall apply to this Agreement. No person who is not a party to this Agreement shall have the right to enforce any term of this Agreement which expressly or by implication confers a benefit on that person without the express or prior agreement in writing of the Parties which agreement must refer to this clause.

14. NOTICES

14.1. Any notice required by this Agreement to be served in writing shall be sent by first class post, to the principal place of business of the Party on whom it is served.

15. GOVERNING LAW

15.1. This Agreement shall be governed and constructed in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.

IN WITNESS whereof this Agreement has been executed by the Parties on the date of this Agreement:

Signed on behalf of Tandridge District Council by

.....

Signed on behalf of Surrey County Council by

.....

Appendix 1: Shared Posts

The posts below are shared roles employed by Surrey County Council.

Director of Corporate Finance and Commercial.

Director of Finance Insights

Strategic FBP (Commercial)

Strategic FBP (Corporate)

Strategic Capital Accountant

Chief Accountant

Senior Finance Business Partner

SCHEDULE 4 – HR PROTOCOL

This HR Protocol establishes the principles of how the shared team will work together to deliver the objectives of the shared finance service agreed between the Councils. The Councils agree to be bound by the terms of the HR Protocol and to fulfil their respective obligations thereunder.

1. This protocol:
 - is designed to support those working in the shared finance team to be effective in their role;
 - complements, but does not replace, the HR Policies and Procedures of each Council;
 - in no way affects the statutory obligations of each Council;
 - in no way affects the contracts of employment or terms and conditions of the staff of each Council.
2. In the event of any conflict between this protocol and any HR Policies or Procedures of each Council, the relevant HR Policy or Procedure for each Council will take precedence.
3. Members of the shared team who are not directly employed by Tandridge District Council will work under a s113 agreement as set out within the JWA.
4. Each role within the shared finance team will have an agreed role profile which sets out the requirements of the post holder. Where this is a shared role, any additional responsibilities and requirements will be reflected in post holders role profile / job description.
5. Each council will make the necessary arrangements with their own staff to facilitate the development of the shared team. Such arrangements will include any necessary amendments to role profiles or job descriptions and / or management instructions / guidance to those staff impacted.
6. The HR Protocol requires parties to liaise with each other regarding the contracts of employment of those they manage to support the effective operation of the shared team. Line managers will need to take advice from the HR service of the employing Council where interpretation or formal action under the contract of employment is required.
7. Services will be shared only once the approved governance has been followed.
8. The shared team may take various forms which best reflect the operational requirements of the service to be delivered, including:
 - 'virtual' teams for a specific purpose;
 - team members who may or may not be co-located with the rest of the team;
 - teams including colleagues from other partner or external organisations;

9. Each Council will undertake best endeavours to ensure that the staff within the shared team are treated fairly and equitably.

10. Contractual relationship

For the avoidance of doubt,

- employees in the shared team will continue to be contracted to their current employer on the same terms and conditions provided under the respective individual contract of employment. This means that employees of both councils will work alongside each other on different terms and conditions of employment.
- the employing Council remains responsible for exercising the rights and duties of the employer.
- existing and established posts under the shared team will normally be filled on the same and continuing basis unless otherwise agreed between the Councils.
- employees will not have a choice regarding which Council employs them. It must be clear from the outset which employer the vacancy falls under.
- no change will be made or implied to the responsibilities within an employee's contract unless the approved governance has been followed.

11. Management arrangements

- team members will be managed by an employee or employees of either Council as set out in the agreed structure;
- team members will share common team goals and objectives but will continue to be subject to the performance review process relating to the organisation that employs them;
- where necessary for the effective working of the team, a set of expected working standards will be created and agreed.

SCHEDULE 5 - FINANCIAL PROTOCOL

This Financial Protocol establishes the principles of how the financial relationship between the Councils will work. The Councils agree to be bound by the terms of the Financial Protocol and to fulfil their respective obligations thereunder.

These principles will apply to both the provision of the Finance services and the development and delivery of the TFT Programme and the associated Service Charge as set out under Schedule 8.

PROVISION OF SHARED FINANCE SERVICES

1. Tandridge District Council and Surrey County Council have agreed to develop a shared finance service which provides TDC with a comprehensive finance function comprising the s151 role and leadership and management of a range of other financial functions. The costs of funding the agreed operating model for the finance function will be met in full by TDC.
2. The Parties will agree a start date for the provision of the Finance Services.
3. SCC will provide staffing and other resources to support the delivery of the agreed operating model. The Service Charge levied for these services will reflect and be directly linked to an apportionment of the estimated effort (% of staff time) of providing the management oversight and other identified services as set out in Schedule 8, along with a reasonable level of overhead recovery for providing the service.
4. The Parties will agree a start date for the Joint Working Arrangements to commence and for the Service Charge to apply. Savings and associated costs made by Councils prior to this start date shall remain with the respective Councils.
5. The calculation of the Service Charge levied by SCC will change annually (up or down) directly in line with any change in the direct costs of employment (ie annual pay awards, NI or pensions contributions). Any other changes (up or down) will come into effect only following due consideration through the Annual Review as set out elsewhere in this Agreement and following the appropriate internal governance for each Council.
6. An in-year variation to the Service Charge (up or down) will be possible where agreed by both parties in line with this Agreement and following the appropriate internal governance for each Council.
7. Any additional costs or savings which flow directly from the work undertaken by the Finance Service will be directly attributable to the relevant Council receiving the benefit of the work undertaken. Where savings identified can properly be attributable to both councils (for example in a shared contracting arrangement), the basis of any savings share or cost attribution will be agreed in advance and subject to the appropriate internal governance for each Council.

8. The costs associated with any termination of this Agreement will be in line with clause 22.

TANDRIDGE FINANCE TRANSFORMATION PROGRAMME

9. Under this agreement, SCC have agreed to support TDC through the development and delivery of a Tandridge Finance Transformation (TFT) Programme.
10. The costs associated with developing and delivering the TFT programme of work will be monitored and managed in accordance with the Governance arrangements set out in Schedule 7 and this Financial Protocol.
11. It is a requirement of this Agreement that the agreed TFT programme of work is fully supported by each of the Parties and that they will seek to bring their respective skills, abilities and resources together to ensure that the benefits identified are delivered in line with the programme.
12. Under this Agreement, SCC agrees to devote an appropriate amount of non-charged officer time and effort to the development and delivery of the TFT programme of work on the understanding that:
 - a) TDC remains fully engaged with the TFT programme of work and is committed to delivering the benefits identified.
 - b) TDC is willing and able to fund additional direct costs which are directly attributable to and associated with the delivery of identified benefits within the programme of work.
13. A record of the costs associated with developing and delivering the TFT programme of work will be kept and reported in accordance with the Governance arrangements set out in Schedule 7. This record will include and allow for both direct costs and those where officer time is allocated / apportioned (when working specifically and solely on these activities), even where this cost is not recharged between the Parties.
14. Where, in the assessment of the TFT Programme Board, the costs and effort being expended is not proportionate to the benefits being realised through the TFT Programme, the Board will take corrective action to address this, reporting any consequent actions in accordance with the Governance arrangements set out in Schedule 7. These actions may include (but are not limited to) a review of the scope of the programme and/or a reduction in the time allocated to it (by both Parties).

SCHEDULE 6: TECHNOLOGY AND INFORMATION SHARING PROTOCOL

TECHNOLOGY

1. Each Council will be responsible for allowing access and providing technology to its systems and the other councils systems as required. The costs and access will be the responsibility of the Council which acts as the Data Controller.
2. The Parties agree to share technology if it is necessary for the services set out in this agreement. Where Technology is shared it will be in accordance with TDC Technology and Data Policies and where relevant SCC's Technology and Data Policies. This Sharing will be used solely for the purposes set out in the JWA.
3. Where the shared working set out in the JWA requires councils to adjust its Technology, Policies and Systems. The responsibility for doing so will sit with individual council.

DATA SHARING

4. The data to be shared is TDC data only and covers data used by the TDC Finance function to undertake its function within the Council.
5. The data comprises both Commercial and Corporate Financial Data.
6. The data is held electronically within TDC Finance Systems. SCC will not store TDC data on its finance systems.
7. TDC are the data controllers for this data.
8. The data may be processed by both TDC and shared finance staff and other 3rd parties who have the formal written consent of TDC.
9. The following processing rules will apply where data is shared.
10. It is agreed that the Councils are subject to the provisions of the Data Protection Act 2018 Freedom of Information Act 2000 ("FoIA") and the Environmental Information Regulations 2004 ("EIRs").
 - a. Each Council shall cooperate with the other and supply to the other all information properly required in connection with any request received by a Council under the FoIA or EIRs except to the extent that in the disclosing Council's opinion such information is exempt from disclosure under the relevant legislation.
 - b. In relation to all Data, each council shall at all times comply with the Data Protection Legislation in connection with this Agreement and any new proposals.
 - c. The councils shall (and shall procure that any of their respective personnel shall) in so far as it relates to the performance of their respective obligations under this Agreement:

- adhere to all applicable provisions of the Data Protection Legislation
 - comply with any notification requirements under Data Protection Legislation
 - to the extent applicable duly observe all their obligations under the Data Protection Legislation which arise in connection with the Agreement
- d. Notwithstanding the general obligation in respect of each Council's rights and obligations under this agreement, TDC acknowledge and agree that they are Data Controllers in respect of the Personal Data they hold for the purposes of the Agreement.
- e. Processing of the Data is done by staff or services covered by this agreement following TDC policies and procedures.
- f. Data held by TDC is accessed by the shared staff or 3rd parties via the permission of TDC using TDC technology and systems.
- g. Staff or services accessing TDC data are expected to follow TDC data protocols.
- h. Each Council is responsible for ensuring that staff and services are appropriately trained to handle data.
11. Each Council shall notify the other of the name and contact details of that Council's Data Protection Officer (as that term is understood by reference to the Data Protection Legislation). Each Council shall promptly inform the other of any change in its Data Protection Officer.
12. The provisions shall apply during the continuance of this Agreement and indefinitely after its expiry or termination or until all Personal Data is returned to the responsible Data Controller or destroyed on the responsible Data Controllers instruction.
13. Where any new proposal will include the processing of personal data and/or control of personal data then before such new proposal is agreed and finalised the councils must depending on the data sharing arrangements and the data sharing relationship under the new proposal undertake a Privacy Impact Assessment (PIA) where that processing is likely to result in a high risk to individuals interests (and in any other instance as a matter of good practice) prior to entering into an appropriate data protection agreement.

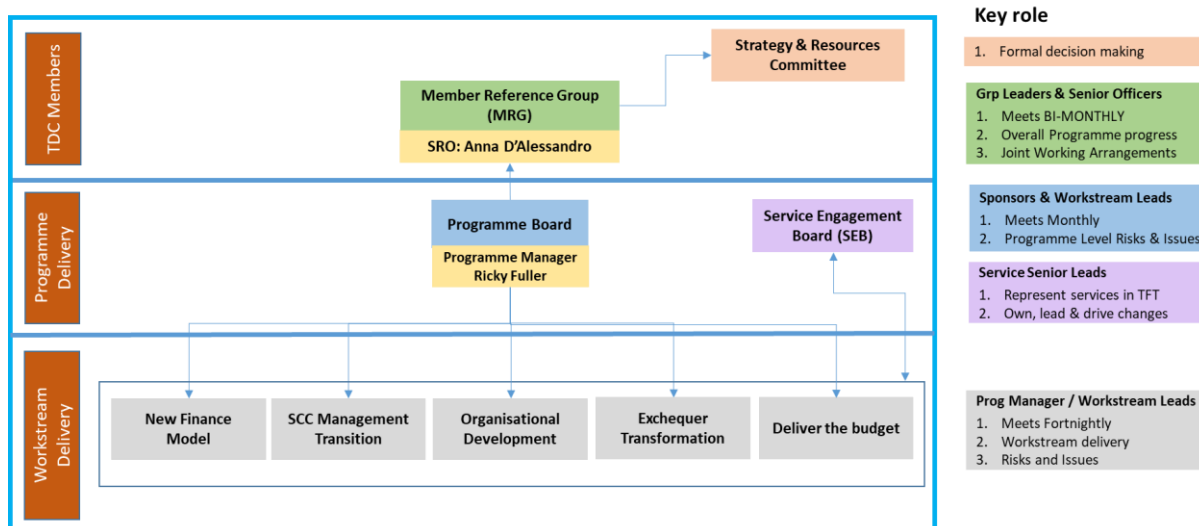
SCHEDULE 7 - GOVERNANCE ARRANGEMENTS

OVERALL GOVERNANCE ARRANGEMENTS

1. This Agreement is subject to the formal approval of the Tandridge District Council Chief Executive following consultation with Group Leaders and the Chair of the TDC Strategy & Resources Committee.
2. Within SCC, this Agreement is subject to the formal approval of the SCC Executive Director of Resources following consultation with the Cabinet Member for Finance and Resources.
3. Governance arrangements are set out elsewhere within the JWA and supplemented by the additional provisions within this Schedule.
4. The initial implementation of this Agreement and the supporting TFT Programme of work will be overseen by a TDC Member Reference Group (MRG) consisting of the following at its formation:
 - Group leaders
 - Chair of Strategy & Resources Committee
 - TDC Chief Executive
 - TDC Chief Finance & Section 151 Officer
 - TDC Head of Legal Services & Monitoring Officer
 - TFT Programme Manager - Ricky Fuller

TFT PROGRAMME GOVERNANCE

5. Governance of the delivery of the TFT programme will be structured as set out below:



6. The role of the MRG is to:

- agree the overall scope of the Programme and approve any changes;
- monitor progress and ensure that the TFT programme delivers the expected outcomes;
- provide guidance and steer on programme direction and provide clarity where decisions are required.

7. The Programme Board will meet on a monthly basis to oversee operational delivery of the programme with updates provided to the MRG on a bi-monthly basis.

TFT OPERATIONAL GOVERNANCE

8. The following controls will be the minimum in place to effectively manage and monitor the delivery of the programme:

9. Plans - the programme will have and maintain a high-level plan that will encompass the high level milestones of each of the projects and delivery dates.

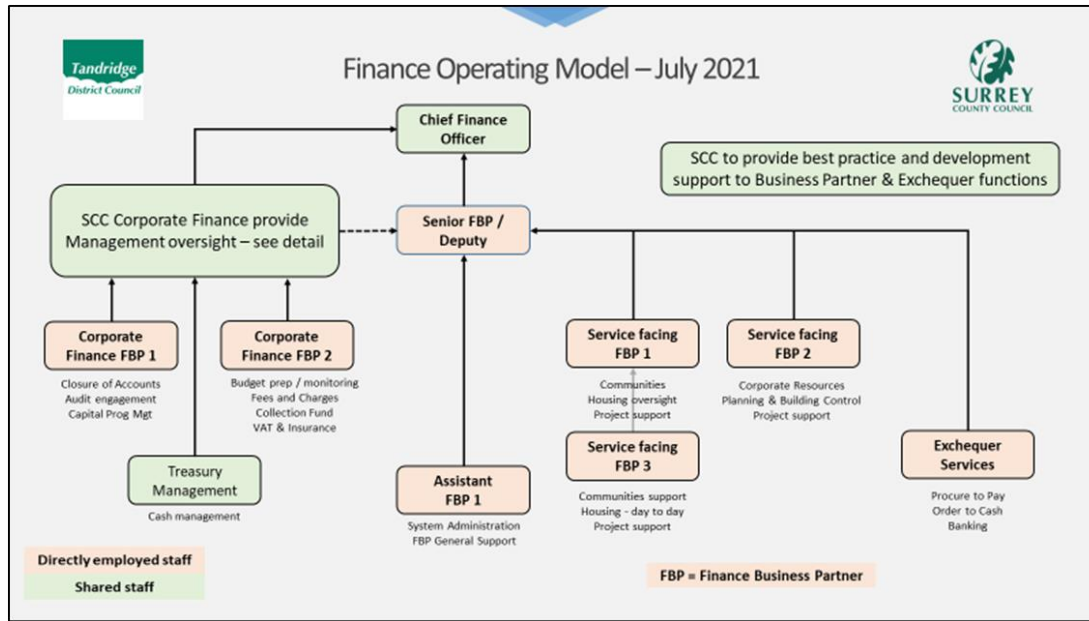
10. Risk and Issue log – the programme will have and maintain a Risk and Issue log which will be reviewed and regularly monitored by the programme team. All risks will have an owner who will recommend the likelihood and impact ratings along with determining the appropriate mitigation. Risks deemed critical to delivery of the programme will be discussed at the Programme Board and MRG meetings.

11. Costs – the programme will have and maintain a record of the costs associated with delivery of the programme.

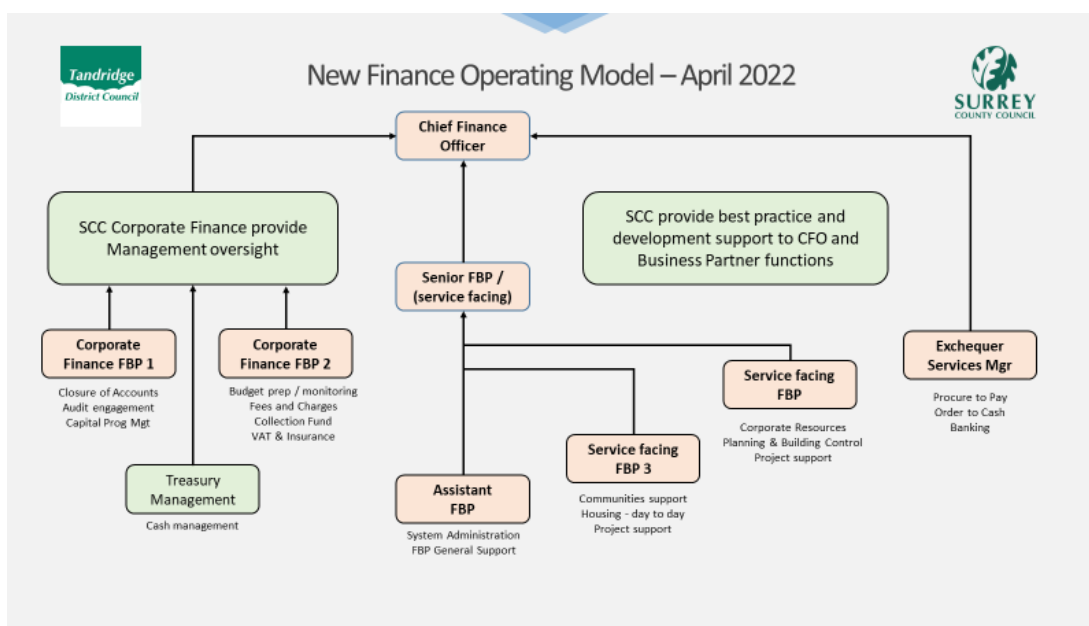
12. Reporting – the programme will produce a regular monthly highlight report to communicate key information about the status of the programme / projects.

SCHEDULE 8: OPERATIONAL ARRANGEMENTS

1. The operational arrangements established for the shared finance team are designed to support the delivery of the aims and objectives of the JWA. The development of the service and the supporting operational arrangements will be underpinned and guided by a Vision and a set of Design Principles taken together as set out in Schedule 2.
2. The structure of the shared finance function at commencement (1st January 2022) is set out below.



3. At the Strategy and Resources Committee on 11th January 2022 it was agreed to implement a new finance structure. The commencement date of this is still to be confirmed.



4. It is expected that the form of this shared finance service, the supporting TFT programme, and the operational arrangements in place to deliver them, will change over time. Variations to agreed arrangements will be made in accordance with the provisions within the JWA.
5. The annual Service Charge from SCC for posts provided by SCC and other support services associated with the current structure is set out in the table below. This will be reviewed annually or when a change to the structure is agreed.
6. Charges shown below are for the period from 1st January 2022 until implementation of the new structure and then following its implementation.

Schedule of recharges	1st Jan 2022	New
Provision of s151 role & support	£85,000	£130,000
Corporate Finance Support Services	£50,000	£50,000
Other Finance Support Services	£20,000	£10,000
Total Recharge	£155,000	£190,000

7. SCC will provide finance support services to TDC to ensure the effective working of the shared team and in support of the delivery of the Aims and Objectives set out in Schedule 2. An overview of these services is set out below.

8. Services included in the Section 113 Agreement – Chief Finance Officer (s151)

SCC will provide the services of the Chief Finance Officer in accordance with the responsibilities and accountabilities set out within the agreed role profile for the post.

9. Services included in the Section 113 Agreement – Corporate Finance

The services provided by SCC in support of the corporate finance function include:

- Oversight of the revenue budget setting and monitoring
- Oversight of the capital budget setting and monitoring process, MRP policies
- Oversight of the annual accounts process, accounting advice and relationship with auditors
- Completion of a number of government returns, including potentially grant claims
- Matrix management of TDC staff
- Oversight of VAT returns
- Proposal of policies, from time-to-time, for approval by TDC leadership or Members
- Completion of collection fund modelling with Revs and Bens

Provision of a financial management service for the subsidiary company (Gryllus) including:

- Management of finances of Gryllus properties
- Monthly billing

- Bank reconciliation
- Management accounts
- Budget Drafting
- Accounts and audit process
- VAT returns
- Access to bank accounts through HSBC
- Modelling options

10. Services included in the Section 113 Agreement – Other

Other services provided by SCC in support of the finance function include:

- Support with strategic development
- Sharing of best practice business partnering advice and support
- Access to the SCC award winning Finance Academy

11. Services provided outside of the Section 113 Agreement – Treasury Management

SCC will provide a Treasury Management function through the Orbis Treasury Management Centre of Expertise. This is a shared service arrangement including SCC, East Sussex County Council and Brighton and Hove City Council which is undertaken through an Inter Authority Agreement. Access to this service and the work associated will be managed by SCC and approved by TDC through the Treasury Management Strategy.

Typical activities will include:

- Cash flow forecasting
- Strategic Treasury advice including advice on Investments that could be subject to capital risk
- Government Treasury returns
- Investing cash on behalf of TDC – e.g. certifying and approving the payment of cash to investment counterparties and redeeming those investments when needed
- Borrowing on behalf of TDC – e.g. borrowing money from authorised lenders in the Treasury Management strategy
- For the two above the proposed process would be contained within SCC and Orbis partners, but with segregation of duty and in accordance with TDC policy
- Access to enter and authorise CHAPS payments on the HSBC banking platform for TDC accounts

12. Approach to the provision of Services

Services provided under the JWA will be controlled through Work Packages which set out how the various areas are managed and governed. Work Packages include:

- Working Together to strengthen Culture and Accountability
- Communication
- Matrix Management
- Management Oversight
- Support and Guidance
- Delivery of specific products

Other work packages will be developed as necessary to ensure the effective discharge of the service. These are 'living' documents and will be varied as required by the agreement of the responsible officers in SCC and TDC.

13. Use of 3rd Parties

Where SCC uses a third party to provide a service this will be agreed in advance by both Councils and recorded in the relevant Work Package.

