

Appendix 2 – Proposals to be covered in partnership agreement

1. Term

The term is proposed to be 10 years, but subject to a formal review on the fifth anniversary of commencement.

2. Delegation of functions

The London Borough of Islington will discharge the following delegated adoption functions of the partners authorities:

- (1) the recruitment of persons as prospective adopters;
- (2) the assessment of prospective adopters' suitability to adopt a child;
- (3) the approval of prospective adopters as suitable to adopt a child;
- (5) the provision of adoption support services.

Each of the partner authorities retain their other statutory responsibilities in respect of the following adoption services:

- a. Authority to place –Best Interests’ decision –Decision made by the Local Authority Agency Decision Maker (LA ADM) (Adoption Agencies Regulations 2005, Regulation 19 of AAR)) (either apply to the court for a Placement Order (s21, Adoption and Children Act 2002 (ACA02)) or Parental Consent (sections 19 and 20 ACA02), consent is independently obtained by a CAFCASS officer (regulation 20 of AAR), and the best interests’ decision is considered by the Adoption Panel (regulation 18 of AAR) and a recommendation made, followed by ratification by the LA ADM (regulation 19 AAR); and
- b. Adoption - Matching proposal considered by the Adoption Panel (regulation 32 AAR), and ratification by the LA ADM (regulation 33 AAR). Placement with the proposed prospective adopter (regulation 3 AAR) subject to authority to place (consent or placement order as above). Application by prospective adopter for an Adoption Order (section 46 ACA02).

3. Services

The London Borough of Islington will provide assets, staff and resources to carry out the functions of the ALN and will be accountable to the partner authorities for the following:

- a) To ensure the proper discharge of the statutory functions;
- b) To act in accordance with best practice;
- c) To act in accordance with the aims, principles and objectives of the agreement and any applicable policies agreed by the partner authorities;
- d) To act in accordance with its own constitution including those rules relating to decision making and the procurement procedure rules;
- e) To act in accordance with all applicable law; and
- f) To act in accordance with the ALN Management Board arrangements.

The key objectives of the service are intended to be:

- 3.1 To provide children with the right adopters at the right time, approving those equipped to meet the needs of children waiting.
- 3.2 To reduce delay and improve timescales for matching and placement for all children – working with care planning processes in each LA to improve early identification / twin track planning and to achieve best practice and consistency across the region.
- 3.3 To improve Early Permanency Placements(EPP) using:
 - Concurrent Planning
 - Fostering for Adoption
- 3.4 To take innovative approaches to placing ‘hard to place’ children. e.g.
 - i linking children with adopters from enquiry stage onwards where appropriate through a child specific approach
 - ii thoroughly preparing child and family for placement
- To minimise changes of plan away from adoption
- 3.6 To reduce the likelihood of placement breakdown through timely and improved matching, preparation and adoption support through
 - i working seamlessly with Children’s social work services in each LA
 - ii providing a range of adoption support and intermediary services in conjunction with statutory and voluntary sector providers
 - iii establishing effective working links with key partnership agencies (e.g. education and health and local authority providers) – enhancing services for birth parents)
- To form strong and productive partnerships with:
 - i Adopters
 - ii Adoptees
 - iii Birth parents
 - iv Voluntary Sector providers
 - v Community sector and other groups who may add value and support our activities
- 3.8 To ensure that customer feedback and the views of service users are obtained and considered in the development of the service

4. Annual plan

The London Borough of Islington shall prepare an annual plan that will be discussed and agreed by the management board. This plan shall set out the activities to be undertaken, describe any changes or developments in the service, provide information on any change in funding or resources and include details of any required financial contributions.

5. Financial arrangements

Financial contributions from the partners will be paid on a quarterly basis in advance. The financial contributions will be set for the first year and for subsequent years will be determined by reference to these proportions and by reference to any increase or decrease in the cost of providing the service and the support services.

The partner authorities will retain responsibility for the following items of expenditure:

- Adoption allowances
- Adoption support
- Inter-agency fees payable or receivable

Quarterly budget monitoring reports will be submitted to the management board and any deficits will be made good by the partner authorities in the same proportion as the financial contributions. Any surplus will be carried over and returned to the partner authorities in the same proportion as the financial contributions. The proposed budget will be presented to each partner to fit with its budget cycle.

4.9.5 The ALN Management Board shall decide on any money surplus or deficit balance in accordance with paragraphs 4.4 and 4.5 of this Schedule 5.

Capital expenditure – a proposed capital budget and programme will be agreed for consideration by the management board and each partner authority will decide whether to agree this as part of its annual budget setting process. In year variations will either be met from anticipated underspends or will be considered by the management board. The partnership agreement will set out detailed arrangements for dealing with overspends and underspends on capital projects.

The London Borough of Islington can enter into third party contracts for a period of not more than 3 years during the initial 5 year period and after that period for not more than a further period of 3 years unless agreed by the partner authorities.

6. Premises

Partner authorities agree to make available appropriate accommodation, working space and facilities free of charge as shall be appropriate for the delivery of the service during the term in accordance with any licence arrangement.

7. Staffing

The London Borough of Islington will employ staff for provision of the service. Employee information will be provided by partner authorities to the London Borough of Islington and all parties will comply with their obligations under the TUPE Regulations. Detailed provisions about indemnities and pension arrangements will be included in the partnership agreement.

8. Management governance

There will be a management board consisting of the directors of children's services or their representative from each authority. This board will be consulted on specific decisions and will be responsible for monitoring the provision of the service.

9. Host support

The London Borough of Islington will provide support services and the partnership agreement will set out the basis on which the cost of this is to be met.

10. Dispute resolution and exit arrangements

The partner authorities shall act in good faith and use their reasonable endeavours to resolve disputes informally. The partnership agreement will set out a dispute resolution procedure and exit arrangements.

11. Termination and review

The partnership agreement will contain detailed provisions to permit the service of a notice and termination in the event of prescribed events happening, including persistent failure to perform the services, change in law or government guidance, failure to meet financial contributions. In addition any partner authority may terminate their participation by giving requisite notice during the term. The partnership agreement will set out detailed provisions on the arrangements following termination.

Schedule 3

Information Sharing Protocol

To follow

Schedule 4

ALN Management Board Representatives

Representatives

Barnet

Name of representative: Chris Munday

Position: Director of Children's Services

Name of substitute representative Brigitte Jordan
Position Operational Director family Services

Camden

Name of representative: Martin Pratt

Position: Director of Children's Services

Name of substitute representative Anne Turner

Position Director of Children's Safeguarding and Social Work

Enfield

Name of representative: Tony Theodoulou

Position: Director of Children's Services

Name of substitute representative Anne Stoker

Position

Hackney

Name of representative: Anne Canning

Position: Director of Children's Services

Name of substitute representative -Sarah Wright

Position Director of Children and Families

Haringey

Name of representative: Ann Graham

Position: Director of Children's Services

Name of substitute representative Sarah Alexander

Position Assistant Director Children and Young People's Services

Islington

Name of representative: Carmel Littleton

Position: Director of Children's Services

Name of substitute representative Finola Culbert

Position Director of Safeguarding and Family Support

Initial chair of the ALN Management Board

Schedule 5

Financial Protocol with regards to the relationship between the Partners

1. General principles

- 1.1 The Host Authority will provide the financial administration accounting system and appropriate associated support for ALN. This shall be performed in accordance with the Host Authority’s Financial Regulations. Subject to the statutory role of each Partner’s section 151 Officer in relation to their council, the Host Authority shall provide the services of its Chief Financial Officer/ section 151 officer to ALN.
- 1.2 Each Partner will contribute its Financial Contribution commencing on the Commencement Date or on a pro-rata basis in the event of a delay. The Host Authority shall not inherit any debt or liability incurred by any of the Partners prior to the Commencement Date.

2. Calculating the Financial Contribution

- 2.1 The Partners are committed to the fair and equitable resourcing of ALN while ensuring that the full cost of the Service is recovered. Each Partner will be required to contribute its share of the agreed annual budget of ALN. The Financial Contributions for the year 2019/20 are set out in table 1 below.

Table 1

ALN RAA Partner Financial Contributions to 2019/20 ALN budget

Partner	2019/20 Financial Contribution	2019/20 percentage contribution
Barnet		
Camden		
Enfield		
Hackney		
Haringey		
Islington		
Total		100%

- 2.2 The Financial Contributions for every subsequent year of operation of ALN or part thereof shall be calculated in accordance with the following:
 - the proportion of the overall ALN budget to be paid by each Partner shall be in line with the 2019/20 Financial Contribution; and
 - the sum of the Financial Contribution shall be in line with the 2019/20 Financial Contribution except to the extent that the costs of providing the Service and / or Host Support change (whether an increase or a decrease) due to the factors listed in paragraph 5.2 of this Schedule 5 in which case the Financial Contributions shall be amended in line with these changes.
- 2.3 Until such time as unanimously agreed by the Partners the following items of income and expenditure will remain the responsibility of each of the Partners

- Adoption allowances – those costs relating to specific new or ongoing allowances paid to adoptive parents by respective Partner’s designated officer
- Adoption support- Those costs relating to adoption support arrangements agreed in respect of a particular child prior to the Commencement Date as authorised by the Partner’s designated officer
- Adoption Support (post Commencement Date) - those costs relating to any match funded element of an application to the Adoption Support Fund will be covered by the relevant Partner, after agreement has been given by the relevant Partner
- Inter-agency fees payable or receivable- those fees relating to the direct costs related with or income generated from the placement of a child prior to the Commencement Date

3. Payment Arrangements and VAT

- 3.1 Following agreement of the annual budget by the ALN Management Board (as described in paragraph 5 of this Schedule 5) each Partner shall be notified of their Financial Contribution by the Host Authority. The Financial Contribution shall be paid in four equal instalments on 15 May, 15 August, 15 November and 15 February in each calendar year of operation of ALN or on the next working day if these dates fall on a weekend or a Bank Holiday. Payment is to be made by BACS to the Host Authority’s bank account.
- 3.2 Unless the following option is taken, the Host Authority will account for VAT. The following text is included as an option that may be exercised at the beginning of any Financial Year by a Partner that, acting reasonably, believes that the ALN arrangements are generating significant sums of VAT: “each Partner is responsible for accounting for any Value Added Tax that becomes payable on any monies that they expend as part of ALN. Where the Host Authority commissions a contract or an element of a contract for Services outside of the Islington London Borough Council administrative boundary any VAT incurred is repatriated to the individual Partners in whose administrative area the Services have been provided. This shall either be through direct invoicing to that Partner or the creation of a retrospective VAT only invoice for their share of a shared contract. This shall apply to all monies paid by the Host Authority in respect of externally incurred VAT bearing expenditure. The amount of externally incurred VAT to be repatriated will be apportioned based on a pro-rata percentage of the Financial Contributions of each Partner towards the annual budget.

Worked example: The external contractor’s fees are £1m exclusive of VAT. This expenditure covers the administrative area of all six Partners. Partner 1 contributes 40% of the annual budget and the other 4 Partners contribute 12% each:

Partner 1 will reclaim VAT on £400,000 of spend = £80,000 (based on VAT at 20%)

The other Partners will each reclaim VAT on £120,000 of spend = £24,000 (based on VAT at 20%)

- 3.3 The Partners agree that, so far as permitted by law, they shall not charge VAT on any amounts payable under this Agreement as a non-business supply.

4. Budgetary Control and Monitoring

- 4.1 The Head of Service ALN shall prepare a draft annual budget for consideration by the ALN Management Board and approval by each of the Partners as part of its budget setting process. The budget will be used to calculate the Financial Contribution from each Partner as identified in paragraph 2 above. The Host Authority is not authorised to operate or budget for an accumulative or deficit position. In the event that the annual accounts are closed in a deficit position, the deficit will be made good by the Partners contributing in the same proportions as the Financial Contributions to the annual budget. Any surplus shall be carried over and returned to the Partners in the same proportions as the Partners' Financial Contributions determined by the ALN Management Board.
- 4.2 The Host Agency's Section 151 Officer shall ensure there are mechanisms in place to enable budgets to be managed in line with the available resources and any variations to the budget are identified as early as possible. The Host Authority's Section 151 Officer will submit quarterly budget monitoring reports of ALN to the ALN Management Board. These reports will include explanations of any variances against the profiled budget. The ALN Management Board will review the expenditure and forecast to ensure that the allocated budget is being correctly adhered to. Each year, the ALN Management Board shall be presented with a proposed budget for ALN for the following financial year by 30 September prior to the start of the financial year for agreement by 31 December recognising each Partner's budget cycle and subject to financial approval in accordance with the financial procedures and constitutional arrangements for the Host authority. The proposed budget shall be based on the 2019/20 budget subject to adjustments (where an increase or a decrease) to allow for:
- (i) indexation in line with local authority pay awards;
 - (ii) other changes in staff pay;
 - (iii) changes in the type, nature or quantum of the Service to be provided; and
 - (iv) changes in law, government policy and guidance and best practice.
- 4.3 Overspends (Deficit)
- 4.3.1 Whenever an overspend is projected, the Partners shall agree how to manage the overspend and shall keep the position under review. The Partners shall act in good faith and in a reasonable manner in agreeing the management of the overspend.
- 4.3.2 If at the end of any Financial Year, there is an overspend the Partners shall identify the reasons for the overspend and shall deal with such overspend in accordance with the following:
- 4.3.2.1 overspends relating to staffing related overhead costs shall be apportioned between the Partners in equal shares or by mutual consent where exceptional circumstances exist that relate to the creation of the overspend;
 - 4.3.2.2 overspends relating to any other costs not covered in

paragraph 4.3.2.1 shall be apportioned between the Partners in equal shares or by mutual consent where exceptional circumstances exist that relate to the creation of the overspend.

4.3.3 In the event that agreement cannot be reached, the Partners shall follow the Dispute Resolution Procedure

4.4 Underspends (Surplus)

4.4.1 Whenever an underspend is projected, the Partners, the underspend sum shall be returned to the Partners within thirty (30) days of the close of the Financial Year, subject to the following:

4.4.1.1 underspends relating to direct staffing costs or staffing related overheads shall be apportioned between the Partners in equal shares or by mutual consent where exceptional circumstances exist that relate to the creation of the underspend.

4.4.1.2 underspends relating to any other costs not covered in paragraph 4.4.1.1 shall be apportioned between the Partners in equal shares or by mutual consent where exceptional circumstances exist that relate to the creation of the underspend

4.4.2 In the event that agreement cannot be reached, the Partners shall follow the Dispute Resolution Procedure.

4.5 Reconciliation

At the end of each Financial Year, the Host Authority will lead on the reconciliation of expenditure within ALN attributable to the running of the Services within one council,

4.6 Other costs

As Host Authority, Islington may be requested to deliver additional services that incur costs above and beyond what is currently captured within existing resources. These costs will be captured and funded within the ALN budget and subject to the wider approval process.

4.7 Grants

4.7.1 The Host Authority shall ensure that all monies from any grants received in respect of ALN shall be applied in a proper manner and in accordance with any grant criteria.

4.7.2 The Host Authority shall be responsible for verifying and approving any grant returns, audit or other reporting requirements to the appropriate government or other body.

4.8 Accounting and Reporting Requirements

4.8.1 The Host Authority shall ensure that full and proper records for accounting purposes are kept in respect of ALN.

4.8.2 Each Partner shall ensure that where appropriate and practicable as agreed by the Partners, it keeps separate accounting records to record the costs of ALN.

4.8.3 Each Partner shall provide any necessary financial information with respect to ALN to the Host Authority on a quarterly basis.

4.8.4 The Partners shall hold quarterly monitoring meetings as part of the ALN Management Board meetings to discuss the financial performance of ALN.]

4.9 Annual accounts and audit following each year end

4.9.1 The Host Authority shall prepare the annual account for ALN in a manner compliant with the relevant legislation, regulations and guidance within any statutory timescales applicable and shall ensure that the relevant information is available for external inspection and scrutiny.

4.9.2 The Partners shall co-operate with the Host Authority and each other in respect of the preparation of the ALN account.

4.9.3 the draft annual ALN account shall be submitted to the ALN Management Board for approval within the statutory deadlines along with the annual audit letter prepared by the Host Authority's external auditor.

4.9.4 The cost of the external auditors in respect of the ALN account shall be borne by the ALN budget.

4.9.5 The ALN Management Board shall decide on any money surplus or deficit balance in accordance with paragraphs 4.4 and 4.5 of this Schedule 5.

5 Capital expenditure

5.1 Setting of the Shared Service ICT Capital Budget

5.1.1 The designated Chief Finance Officers (or their designated representatives) and the Head of Service ALN shall meet at least 3 (three) months before the end of each financial year to agree a proposed ALN Capital Budget and Programme for the following financial year for consideration by the ALN Management Board.

5.1.2 The ALN Management Board shall consider the proposed ALN Capital Budget and Programme and decide whether to recommend the budget and programme for approval by the Partners as part of their annual budget making process.

5.1.3 If the proposed ALN Capital Budget and Programme is approved by all the Partners, each Partner shall be responsible for meeting one sixth of the total cost of each ALN capital project funded from the agreed budget unless otherwise agreed by the partners.

5.2 Spending on ICT Capital Projects

5.2.1 No expenditure or commitment on an ALN Capital Project shall take place unless

5.2.1.1 the project has been included in the ALN Capital Budget and Programme; or

5.2.1.2 the project has been approved by the Head of Service ALN (following consultation with the Partners' designated Chief Finance Officers), and

- can be met from anticipated underspends in the ALN capital Budget and Programme; or
- 5.2.1.3 the project has been recommended by the ALN Management Board and subsequently approved by the Head of Service ALN where the cost can be met from anticipated underspends in the Shared Digital ICT Capital Budget and Programme.

5.3 Changes to the Shared Digital ICT Capital Budget and Programme

5.3.1 The ALN Management Board may recommend changes to the ALN Capital Budget and Programme to reflect;

- 5.3.1.1 alterations in overall resource assumptions;
- 5.3.1.2 unforeseen ALN capital spending requirements

for approval by the Partners.

5.3.2 Subject to any required additional financial resources being available any increase in the ALN Capital Budget and Programme requires the approval of each of the Partners.

5.4 Overspends

5.4.1 Where monitoring reports indicate that spend on an ALN capital project will exceed the financial provision for that scheme, the Head of Service ALN shall wherever possible, develop an action plan to eliminate such overspend.

5.4.2 Where such overspend cannot reasonably be eliminated, the Head of Service ALN Officer may authorise such overspend.

5.4.3 Any such authorisations must be reported to the Parties' designated Chief Finance Officers.

5.4.4 Any overspends not authorised under paragraph 5.4.2 must be approved by the Parties' designated Chief Finance Officers.

5.5 Underspends

Where there is an Underspend the Head of Service ALN may agree additional investment relating to the Service subject to the respective Partners' constitutions.

5.6 Accounting, monitoring and reporting

5.6.1 The Head of Service ALN shall be responsible for monitoring or procuring the monitoring of progress of the ALN capital projects and identifying any potential overspends on those projects and shall submit regular monitoring reports to the ALN Management Board.

5.6.2 The Partners shall ensure that full and proper records for accounting purposes are kept in respect of each ALN capital project.

5.6.3 Where an ALN capital project is being funded wholly or partly from an external capital grant, the Partner receiving the grant shall be responsible for ensuring that the conditions for receipt of the grant are met.

5.7 Authorisation

The Head of Service ALN shall be enabled to expend capital which has been previously authorised as part of the annual ALN capital budget. Other capital expenditure shall require unanimous agreement of the Partners.

6 Long term contracts

6.1 Contracts for goods, works and services must not exceed a period of three years during the Initial Period.

6.2 After the Initial Period, the Host Authority shall not enter into contracts exceeding a period of three years unless agreed by the ALN Management Board along with suitable arrangements for meeting all Host Authority obligations under the contract.

6.3 The Host Authority shall not enter into contracts that exceed the Term unless unanimously agreed by the ALN Management Board.

Schedule 6
Head of Service ALN

Name

Position

Contact details

Reports to

Accountable to

Job Purpose

Main areas of responsibility

Schedule 7

Assets

Part 1 Facilities for ALN staff

1. Each member of staff shall be provided with a lap top / desk top and mobile telephone.
2. The intention is that members of staff will continue to use IT and telephone hardware at the location where they are based supplied by the Partner that employed them prior to the TUPE transfer taking place. If any member of staff does not have the required hardware the primary obligation to supply it will rest with the Host Authority noting that Partners will be required to co-operate with the Host Authority and act reasonably to find a solution.
3. The cost of mobile phones will be met by the Host Authority from the Financial Contributions
4. The cost of provision, support, maintenance and replacement of laptops will be met by the Host Authority from the Financial Contributions.

Part 2 Facilities to be provided by each Partner:

1. Access to the Integrated Children's System of the Partner on a web based read only basis
2. Access to the network of each Partner (ability to send and receive e-mails and connect to the internet)

Part 3 Authority Premises

The Partners shall provide accommodation as follows:

Islington

Premises

Accommodation for [] staff

Barnet

Premises

Accommodation for [] staff

Camden

Premises

Accommodation for [] staff

Enfield

Premises

Accommodation for [] staff

Hackney

Premises

Accommodation for [] staff

Haringey

Premises

Accommodation for [] staff

Accommodation is to provide appropriate working space and associated facilities and services, including telephones and bookable meeting rooms as shall be appropriate for delivery of the Service for the Term

Staff ratio to be 10 staff to \geq [7] desks

Access to the accommodation to be 7am – 7pm on Working Days

Schedule 8 Management Board Governance Arrangements

1 Establishment

1.1 The board shall be called the ALN Management Board

1.2 These terms shall have effect from the first meeting of the ALN Management Board.

2 Powers and responsibilities of the ALN Management Board

2.1 The ALN Management Board shall be responsible for:

- acting as a consultative body and performing a check and challenge function to the Host Authority's performance of and proposals in relation to:
 - (i) the strategic delivery of the Service;
 - (ii) the day to day operation of the Service; and
 - (iii) developments in legislation, guidance and best practice;
- if and when the opportunity arises making proposals for service improvements and innovations to Partners and the Host Authority;
- approving the annual budget and Financial Contributions, noting that the agreed method of establishing the annual budget and annual contribution is set out at Schedule 5 of this Agreement and on the express understanding that such approval shall be subject to each Partner's internal governance processes in relation to budgets and expenditure;
- actions required under clauses 7 (Annual ALN Plan), 16 (Quarterly Review) and 17 (Annual Review) of this Agreement
- providing an opportunity for dialogue between Partners, Third Sector Partners and invitees; and
- dispute resolution and exit arrangements.
- agreeing whether an organisation or representative can become a Third Sector Partner
- monitoring any key performance indicators and other data
- monitoring quality assurance

2.2 The ALN Management Board shall perform the tasks set out at bullet points 1 and 3 above in response to reports submitted by the Head of Service ALN as set out in the main body and other Schedules to this Agreement.

3 Third Sector Partner Involvement

3.1 Third Sector Partners engaged through clause 43 of this Agreement shall be entitled to be present for items in relation to the following:

- the strategic direction of ALN;
- service improvements and best practice; and
- changes in legislation and guidance.

3.2 For the avoidance of doubt, Third Sector Partners will not be entitled to be present for items in relation to the annual budget, Financial Contributions, dispute resolution and detailed (rather than general) discussions on procurement.

- 3.3 Third Sector Partners may be required to leave ALN Management Board meetings for some items on the agenda if in the opinion of the Partners the presence of the Third Sector Partner may prejudice or be perceived by others as prejudicing the proper and impartial conduct of a procurement, a grant award, legal action or litigation, disputes, budget setting or any other activity of ALN.
- 3.4 Third Sector Partners shall declare any interest that they may have in items on the agenda either in advance of the meeting of the ALN management Board or at the start of the meeting.

4. Service User Involvement

The ALN Management Board shall actively consider the extent to which Service Users including birth parents, adopters and adoptees can be invited to attend and contribute to ALN Management Board meetings. Invites may be extended on either an ad-hoc or “standing” basis.

5 Governance arrangements of the ALN Management Board

- The ALN Management Board shall be constituted by the appointment of one representative from each Partner. Each Partner shall also appoint a substitute member to attend and vote at meetings of the ALN Management Board in the absence of the appointed member.
- The initial members of the ALN Management Board and the members’ substitutes shall be those listed in Schedule 4 subject to replacement in accordance with the terms of this Agreement.
- The members of the ALN Management Board shall in the case of Partners be Directors of Children’s Services or persons acting under their delegated authority who shall be suitably qualified and experienced to act as members of a supervisory board for the Service and who shall be of the appropriate standing and seniority.
- It is preferable for decisions of the ALN management Board to be by consensus rather than by vote. However, two Partners may request a vote on an item of business in which case each Partner shall have one vote with decisions being made on a majority vote of those Partners participating and entitled to participate in the vote with the exception of the annual budget and Financial Contributions which shall require the express consent of each Partner.
- The ALN Management Board shall appoint one of the Partner members to act as Chair in all meetings of the ALN Management Board. The Chair shall be an employee of a Partner and shall have regard to the overall interests of the Service not just the interests of the Partner that they represent. The initial member of the ALN Management Board appointed as Chair shall be listed in Schedule 4 and this initial appointment shall be reviewed by the Partners annually.
- The ALN Management Board shall appoint one of the members to act as Vice Chair in all meetings of the ALN Management Board and such Vice Chair shall act as Chair in the event of the absence of the Chair at any meeting of the ALN Management Board. The Vice Chairperson shall be an employee of a Partner.
- A meeting of the ALN Management Board shall be quorate with the attendance of 50% of the members who are entitled to vote at such meeting.
- If a member of the ALN Management Board shall not be present at any meeting of the Management Board, his or her agreement to a decision or a course of action (in relation to

the Service and within the role of the responsibilities of the ALN Management Board) may be given in writing to the Chair or Vice Chair or the member may decide at her or his discretion for her /his substitute to attend and to vote on its behalf in relation to any such decision or course of action.

- The Partners each undertake that they have passed a resolution (or have the appropriate delegated authority) delegating the necessary authority to their representative on the ALN Management Board to enable the ALN Management Board to act in accordance with this Schedule 8 and to commit the Partners within the terms of and as contemplated by this Schedule 8.
- A Partner may remove any person acting from time to time as its representative on the ALN Management Board and another representative (who shall be duly qualified in accordance with the terms of this Schedule 8) for the relevant Partner shall be appointed in accordance with the provisions of this Schedule 8.
- No Partner shall remove a person as its representative on the ALN Management Board without first securing the appointment of another representative and advising the other Partners of the appointment of such representative in writing.
- The ALN Management Board shall meet as regularly as is necessary in order to perform its role in relation to ALN but in any event no less than once per quarter. The Host Authority shall give the Partners at least ten (10) Working Days written notice in advance of any meeting of the ALN Management Board. Such notice shall include an agenda for the issues to be discussed and any decisions or actions to be considered at such meeting. The ten (10) Working Days' notice period may be waived if all Partners agree or the matter is urgent (in the reasonable opinion of the Host Authority).
- Any Partner may request a meeting of the ALN Management Board by giving notice in writing to the Host Authority. Such notice shall detail the reason for the meeting request and shall include a draft agenda for such meeting.
- Meetings shall be held at the venue or venues agreed by the ALN Management Board at their first meeting which shall be held at Islington Town Hall.
- Minutes shall be taken at each meeting in the form of actions and decisions agreed. Minutes shall be presented to the next meeting of the ALN Management Board for its agreement.

6 Administrative Duties of the Host Authority

6.1 The Host Authority shall provide administrative support to the management board including:

- Arranging ALN Management Board meetings;
- Distributing agendas and papers;
- Minute taking and distribution; and
- Acting as secretariat to the ALN Management Board

Schedule 9

Information to be disclosed by Partner Transferors relating to employees

Personal details

Full name

Sex

Date of birth

Home address

Job title and Full Job Description (written job descriptions to be provided if in existence)

Work location

National Insurance Number and table letter

Bank account details for payment of salary

Remuneration and personnel issues

Date continuous employment commenced with the Partner Transferor and (if applicable) the commencement dates in local government

Contractual Notice to be provided by the Partner Transferor and Employee upon termination

Normal retirement date

Annual salary and rates of pay band/grade

Shifts, unsociable hours or other premium rates of pay

Hours of work

Overtime history for preceding 12 month period

Allowances and bonuses for preceding 12 month period

Outstanding loan/advances on salary or debts

Sickness absence and disciplinary records for immediately preceding two year period

Any performance assessment or appraisal details

Car allocation and/or allowance details

Details of any written grievances submitted for the preceding two year period

Details of any material breaches of employment contracts

Pensions

Details of scheme, and individual/employer's contributions

Confirmation that employer contributions have been paid in full.

Details of any current or pending applications for early retirement

Leave

Annual holiday entitlement and accrued holiday entitlement

Those currently on maternity leave or other long term leave of absence with details of the nature of their illness and the duration and dates of their absence due to that condition.

Those who have notified the Partner that they are pregnant

Those on sick leave

Other information

Existing training or sponsorship commitments

Details of any active disciplinary/inefficiency/competence or grievance proceedings or any matters which may give rise to such. Details of any existing or potential claims made by the employee against the employer including any court, employment tribunal or arbitration claims or any matters which may give rise to such.

Details of any enquiry, correspondence or contact between the Partner and the Commission for Racial Equality, the Equal Opportunities Commission, the Health and Safety Inspectorate and the inland revenue concerning Transferring Employees.

Details of any court judgment or current employment tribunal award in respect of any Transferring Employee.

Existence of any secondment arrangements

Existence of any arrangements for deductions from pay e.g. court orders, union subscriptions, student loans, family tax credit or any other similar deductions

Details of any policies relating to equal opportunities, disciplinary and grievance procedures, maternity and paternity provisions, flexible working, redundancy procedures and payments, redeployment, sickness absence and sick pay entitlement and retirement.

Details of enhanced DBS checks for all staff with the exception of business support staff.

A copy of any job evaluation scheme.

Dismissals

Details of all dismissals / resignations within the last 12 months including reasons for the dismissal / resignation

Details of all employees recruited within the last 12 months.

Collective bargaining

Details of the names of the trade union and other employee representatives.

Details of any trade union recognised by the Partner, giving the date and details of the recognition agreement (and a copy if available) and any pending negotiations.

Details of any other agreement, whether local or national with any trade union or other body of employee representatives (and copies if available) including any informal recognition and procedure arrangements and other arrangements honoured by 'custom and practice'.

Details of which, if any, of the terms of any collective agreement form part of individuals' terms and conditions of employment.

Working Time Regulations 1998

Copies of any individual, collective and workforce agreements entered into pursuant to the Working Time Regulations.

Health and Safety

Details of any health and safety committee / representatives.

Details of any health and safety complaints or recommendations over the last 5 years.

Trainees/Consultants

Details of all individuals working on training, work experience or similar schemes

Details of all consultancy agreements and self employed personnel who are or may actually be employees.

Schedule 11

Assets Register

Schedule 12

Processing, Personal Data and Data Subjects

1. The Provider shall comply with any further written instructions with respect to processing by the Council.
2. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing	<i>[This should be a high level, short description of what the processing is about i.e. its subject matter]</i>
Duration of the processing	<i>[Clearly set out the duration of the processing including dates]</i>
Nature and purposes of the processing	<p><i>[Please be as specific as possible, but make sure that you cover all intended purposes.</i></p> <p><i>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i></p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc.</i></p>
Type of Personal Data	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]</i>
Categories of Data Subject	<i>[Examples include: Staff (including volunteers, agents, and temporary workers), Councils/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website et</i>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>