

DRAFT HEADS OF TERMS

**For the Provision of Disaggregated Services under an arrangement under s101
of the LGA 1972**

SUBJECT TO CONTRACT

Parties and Recitals	<p>(1) West Northamptonshire Shadow Authority (WNS) (the Hosting / Receiving / Lead Authority); [delete as appropriate]</p> <p>(2) North Northamptonshire Shadow Authority (NNS); (the Hosting / Receiving / Lead Authority); [delete as appropriate]</p> <p>(Parties/Party)</p>
Definitions	<ul style="list-style-type: none"> • Definitions and Interpretation of terms in the Agreement
Powers and Delegation	<ul style="list-style-type: none"> • Relevant statutory powers • Parties have agreed to arrange for the discharge of the Function of [name of Function] by [name of Hosting / Leading Authority] in accordance with this Agreement • Include reference to new unitary authorities
Name of Service Area	<p>In accordance with <i>Day 1 Functions and Service Areas v5</i></p> <ul style="list-style-type: none"> • Adults Social Services • Children's Social Services • Corporate Services • Finance • ICT & Customer Services • Place
Service Function and Description	<ul style="list-style-type: none"> • Service Function: in accordance with <i>Day 1 Functions and Service Areas v5</i> • Function Description: in accordance with <i>Day 1 Functions and Service Areas v5</i>
Service Offer	<ul style="list-style-type: none"> • In accordance with West Northants Detailed Blueprint • In accordance with North Northants Detailed Blueprint (equivalent document)
Operational Arrangements	<ul style="list-style-type: none"> • How the Hosting / Lead Authority will deliver the Function as provided by the Hosting / Lead Authority and appended (including the location(s) from which the Function will be accommodated / delivered)
Performance Standards	<ul style="list-style-type: none"> • As provided by the Hosting / Lead Authority and appended
Monitoring Arrangements	<ul style="list-style-type: none"> • As provided by the Hosting / Lead Authority and appended
Budget	<ul style="list-style-type: none"> • As agreed by the Hosting / Lead Authority and the Receiving Authority • The agreed budget within which the Hosting / Lead Authority will deliver the Function
Payment	<ul style="list-style-type: none"> • As agreed by the Hosting / Lead Authority and the Receiving

Arrangements	<ul style="list-style-type: none"> Authority The agreed method by which the Receiving Authority will pay the Hosting / Lead Authority for delivery the Function in accordance with the Operational Arrangements
Decision Making in respect of the Function	<ul style="list-style-type: none"> As agreed by the Hosting / Lead Authority and the Receiving Authority How decisions will be made in respect of the Function
Information, Accountability Scrutiny and Legal Proceedings	<ul style="list-style-type: none"> As agreed by the Hosting / Lead Authority and the Receiving Authority Provisions for the sharing of information and co-operation in respect of requests made under the Freedom of Information Act 2000 and / or the Environmental Information Regulations 2004 Provisions for the Parties' scrutiny of the delivery of the Function Provisions for the Parties to co-operate and assist each other in responding to any inquiry or investigation by the Local Government and Social Care Ombudsman; the Information Commissioner and other Regulators; Provisions for the Parties to co-operate and assist each other in respect of legal proceedings How complaints will be dealt with
Staffing	<ul style="list-style-type: none"> As agreed by the Hosting / Lead Authority and the Receiving Authority The provision of staff as required by the Hosting / Lead Authority to deliver the Function (including secondment / TUPE)
Confidentiality	<ul style="list-style-type: none"> Provisions as to the holding, acquisition, disclosure, return of confidential information
Information Sharing / Data Protection	<ul style="list-style-type: none"> As agreed by the Hosting / Lead Authority and the Receiving Authority Data sharing protocols Data protection provisions
Dispute Resolution	<ul style="list-style-type: none"> As agreed by the Hosting / Lead Authority and the Receiving Authority The procedure the Parties will follow for the resolution of disputes including named officers for the purpose
Service Area and Function Regulatory Compliance	<ul style="list-style-type: none"> As agreed by the Hosting / Lead Authority and the Receiving Authority The legal requirements with which the Parties must comply in respect of the Function
Insurance and Indemnity	<ul style="list-style-type: none"> As agreed by the Hosting / Lead Authority Insurance and indemnity provisions for the Function
Duration and Extension of Arrangements	<ul style="list-style-type: none"> As agreed by the Hosting / Lead Authority and the Receiving Authority Provisions as to the duration of the Hosting / Leading arrangements and any extension thereof
Exit / Termination Arrangements	<ul style="list-style-type: none"> As agreed by the Hosting / Lead Authority and the Receiving Authority Provisions for exiting / terminating the agreement (including notice)
Boiler Plate Clauses	<ul style="list-style-type: none"> Including <ul style="list-style-type: none"> whole agreement

	<ul style="list-style-type: none"> ○ assignments ○ variation and wavier ○ costs ○ no partnership ○ good faith ○ third party rights ○ notice ○ language ○ severance ○ further assurance ○ counterparts ○ governing law and jurisdiction
Documents	<p>Documents required for appending as Schedules to the Agreement to include:</p> <ol style="list-style-type: none"> 1) Function description 2) Operational arrangements 3) Performance standards 4) Monitoring arrangements 5) Information Sharing Protocol 6) Data Protection Sharing Protocol
Execution Block	<p>_____ For and on behalf of West Northamptonshire Shadow Authority</p> <p>_____ Date</p>
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