

DATED

2015

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**COLLABORATION AGREEMENT**

between

**SOUTH HAMS DISTRICT COUNCIL**

and

**WEST DEVON BOROUGH COUNCIL**

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**PARTIES**

- (1) SOUTH HAMS DISTRICT COUNCIL of Follaton House, Plymouth Road, Totnes, Devon TQ9 5NE (**South Hams**).
- (2) WEST DEVON BOROUGH COUNCIL of Kilworthy Park, Drake Road, Tavistock, PL19 0BZ (**West Devon**).

**BACKGROUND**

**WHEREAS**

- (A) South Hams and West Devon have been working together co-operatively and sharing resources, a Chief Executive, senior management team and other staff since 2007.
- (B) The Councils' purpose in sharing services is to secure the most effective, efficient and economic discharge of their respective functions in order to enhance the lives of the residents and communities across South Hams and West Devon.
- (C) The Councils are local authorities within the meaning of the Local Government Act 1972. Consequently the Councils are subject to the duty under Section 3 of the Local Government Act 1999 to make arrangements to secure continuous improvement in the way in which their functions are exercised, having regard to a combination of economy, efficiency and effectiveness.
- (D) The Councils have decided to enter into this Agreement to formally record the basis upon which they will continue to collaborate together and to document and regulate their respective rights and obligations to each other.
- (E) The Councils have entered into this Agreement in reliance on the exclusive rights given to local authorities to undertake administrative arrangements of this nature in sections 112 and 113 of the Local Government Act 1972 together with the general power of competence within section 1 of the Localism Act 2011 and the supporting provisions within section 111 of the Local Government Act 1972.
- (F) The Councils operate and will continue to operate (unless they both resolve otherwise) different governance arrangements. South Hams operates executive arrangements involving the Leader and an Executive Committee. West Devon operates alternative arrangements involving the Council and committees. The Councils will keep their separate corporate identities and as required by law will maintain separate financial systems and budgets and

retain separate ownership of real and moveable property unless agreed otherwise under the terms of this Agreement.

## OPERATIVE PROVISIONS

### IT IS HEREBY AGREED AS FOLLOWS

#### 1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following expressions have the following meanings unless inconsistent in the context:

**“Agreement”** this agreement including its schedules as amended or varied from time to time;

**“Commencement Date”** the date of this Agreement;

**“Council”** means any one of the Councils;

**“Councils”** South Hams and West Devon and any other council which, after the date of this Agreement may, with the unanimous consent of the Councils, be admitted to this Agreement and agrees to be bound by this Agreement by signing a Deed of Adherence;

**“Deed of Adherence”** means a deed substantially in the form set out in Schedule 2.

**“DPA”** Data Protection Act 1998;

**“Employees”** the employees of the Councils;

**“Exempt Information”** any information or class of information relating to this Agreement which may fall within an exemption to disclosure under FOI Legislation;

**“FOI Legislation”** the Freedom of Information Act 2002 and subordinate legislation made under it and the Environmental Information Regulations 2004;

**“Head of Paid Service”** the officer jointly designated by the Councils as their Head of Paid Service in

accordance with section 4 of the Local Government and Housing Act 1989;

**“Information Request”** a request for information under FOI Legislation;

**“Personal Data”** as defined in the DPA;

**“Section 151 Officer”** the officer designated by the Councils as the person responsible for the proper administration of their respective financial affairs, as required by section 151 of the Local Government Act 1972;

**“Shared Officer”** an Employee of one Council whose services are placed at the disposal of the non-employing Council(s);

**“SLT”** the joint senior leadership team appointed by the Councils.

1.2 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.3 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.4 The schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the schedules.

1.5 Words in the singular shall include the plural and vice versa. A reference to one gender shall include a reference to the other genders.

1.6 References to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule.

1.7 As from the Commencement Date this Agreement supersedes and extinguishes all previous agreement and understandings between the parties, whether written or oral, relating to their collaboration (with the exception of the Building Control Partnership which is subject to a separate agreement).

## **2. TERM**

This Agreement shall come into force on the Commencement Date and shall continue in force until terminated in accordance with the provisions of this Agreement.

### **3. GOVERNING PRINCIPLES**

3.1 The Councils agree that the following principles shall govern their approach to this Agreement. In particular:

3.1.1 Each of the Councils shall at all times act in good faith, with transparency, honesty and openness, towards the other and use all reasonable endeavours to ensure the observance of this Agreement;

3.1.2 Each Council shall do all things necessary or desirable to give effect to this Agreement provided always that any disagreement between the Councils shall be resolved in accordance with the Dispute Resolution provisions at clause 14;

3.1.3 Each Council has an equal standing within this Agreement, regardless of size or financial contribution;

3.1.4 No Council shall seek to make a surplus or reduce a loss at the expense of the other Council(s); and

3.1.5 Where one of the Councils fails to meet its responsibilities and liabilities under this Agreement at any time the cost of any resulting penalties, losses and liabilities shall only fall on the Council which has responsibility for such failure.

3.2 Each of the Councils agrees that they will:

3.2.1 Commit to provide agreed resources within agreed timescales;

3.2.2 Before considering making a significant business change they will consider its possible impact on the other Council(s);

3.2.3 Involve and inform the other Council(s) of developments they are pursuing elsewhere and will share the learning and benefits.

3.3 The overarching vision of this Agreement is collaboration to reduce costs to enhance the lives of the residents and communities within the Councils' areas. The key principles that underpin this Agreement are:

3.3.1 Sovereignty/independence: The Councils will retain their democratic independence as separate sovereign local authorities with separately elected members;

- 3.3.2 Service Priorities: Each Council retains the right to set its own priorities, service levels and outcomes;
- 3.3.3 Separate service decision making: Each Council will take decisions on the level of services and outcomes;
- 3.3.4 Local accountability: The arrangements must support local accountability;
- 3.3.5 Achieving financial savings, including the generation of income, where it is within the power of the Councils to do so.

#### **4. SLT**

- 4.1 The Councils have established a SLT. The members of SLT may be employed by any Council and having been so employed shall be placed at the disposal of the Council(s) who are not their employer.
- 4.2 For superannuation purposes service rendered by a member of SLT employed by one of the Councils whose services are placed at the disposal of the other, is service rendered by the Council by whom he is employed but any such member of SLT shall be treated for the purposes of any enactment relating to the discharge of functions as an employee of the other Council and may act and shall have powers to act under the constitutions of both Councils.
- 4.2 The members of SLT shall divide their time fairly and reasonably between the Councils and shall not show bias towards one Council.
- 4.3 Recharge and apportionment of SLT costs arising from these provisions will be agreed between the Section 151 Officer and SLT and recharged on the basis set out in Schedule 1.

#### **5. STAFFING**

- 5.1 Each member of SLT may place the services of any Employee employed by one Council within their area of responsibility at the disposal of the other Council(s) who are not their employer.
- 5.2 Employees of the Councils are empowered to act in accordance with the schemes of delegation of the Councils for the purposes of discharging their functions and when providing services on behalf of the Councils.
- 5.3 Recharge and apportionment of costs arising from these provisions will be agreed between the Section 151 Officer and SLT and will be apportioned on the basis set out in Schedule 1.

5.4 Schedule 1 sets out the methodology by which a Shared Officer's time is calculated to be spent on the functions of each Council. This schedule will determine the proportion split of employing costs for a Shared Officer that each Council will pay.

5.5 The financial contribution that the Councils will pay or reimburse to the employing Council for the Shared Officer's services includes:-

5.5.1 A contribution calculated by reference to the costs of employing the Shared Officer, and

5.5.2 Any payment to be made in the event of the Shared Officer's redundancy where their employment is terminated.

5.5.3 In events where the redundancy outlined in 5.5.2 also attracts a pension strain cost to fall due to the Pension Fund, a recharge from the employing Council to the non-employing Council for the associated pension strain cost will only fall due in the financial year in which the employing Council actually pays out the cost to the Pension Fund. This occurs in three annual instalments following the financial year of redundancy. The liability which the non-employing Council has for a contribution towards the pension strain cost, will only fall due in the financial year in which the employing authority pays the pension strain cost to the Pension Fund. This ensures that the liability of the non-employing Council for pension strain costs is matched to the same timeline as the cashflow for pension strains paid out by the employing Council.

The contribution from each Council for both 5.5.1, 5.5.2 and 5.5.3 will follow the same proportion split as for employing costs, which is set out by using the methodology in Schedule 1.

5.6 Shared Officers working for a Council other than their employer:-

5.6.1 Will be required to abide by the working practices, codes and local rules (for example health and safety at work, customer care, financial procedures, and administrative procedures including standing orders) of a Council upon whose premises or functions they are working at the time, and

5.6.2 Will be regarded and treated for the purposes of any enactment relating to the discharge of local authorities' functions (including employment of staff) as an employee of the Council where they are working at the time.



5.7 It is anticipated that the Councils will set up a joint host organisation and that, subject to consultation, new terms and conditions will be issued to Employees who work within this host. All Employees will remain employed by their employing Council, unless otherwise agreed. The Councils anticipate that a separate legal employing entity will be set up in the foreseeable future.

## **6. ACCOMMODATION**

The Councils agree that they will pursue a programme of agile working and that the Employees, including SLT, will be based at or work in such locations as agreed between the Councils.

## **7. GOVERNANCE**

Each Council shall ensure that it makes such changes to its own constitution as is necessary to facilitate the operation of this Agreement.

## **8. ADMISSION OF NEW COUNCILS**

Additional Councils may be added to this Agreement with the unanimous agreement of the Councils and subject to the signature of a Deed of Adherence.

## **9. COSTS AND SAVINGS**

9.1 Except as otherwise provided, the parties shall bear their own costs and expenses incurred in complying with their obligations under this Agreement.

9.2 The parties agree to share the other costs and expenses and any savings arising in respect of the collaboration between them in accordance with the Contribution Sheet set out in Schedule 1 or as otherwise reasonably determined by the Section 151 Officer, in consultation with the Senior Leadership Team.

## **10. LIABILITIES UNDER THIS AGREEMENT**

10.1 Each Council shall save and hold harmless the other Council(s) from all losses, claims, damages, costs, charges, demands or proceedings incurred or brought to the extent that they result from its own unlawful acts and/or breaches of its obligations under this Agreement.

10.2. The non-employed Council shall also save and hold harmless the employing Council from all losses, claims, damages, costs, charges, demands or proceedings incurred or brought against the employing Council as a result of the activities or any negligent or unlawful act of a Shared Officer which takes place at a time when the Shared Officer was undertaking work for the non-employed Council unless the work was being done for both Councils, in

which case the claim will be split equitably or as their respective insurers require.

- 10.3 In respect of uninsured losses, judicial review, complaints, grievances or conduct issues arising from the collaboration and joint working, the relevant Councils will agree the way in which those matters will be dealt with on a case by case basis.

## **11. CONTRACTS AND PUBLIC PROCUREMENT**

- 11.1 The Councils agree that before commencing a procurement exercise for any contracts of services, supplies or works, they shall consult the other Council(s) and agree whether to run a joint procurement exercise.

- 11.2 If a joint procurement exercise is undertaken, the Councils will agree one Council to act as the lead authority ("Lead Council") in the procurement and further agree whether the Councils will enter into separate contracts, a joint contract or a single contract in the name of the Lead Council on behalf of itself and the non-lead Council(s), with the appointed contractor(s).

- 11.3 The joint procurement exercise shall be run in accordance with the Lead Council's contract procedure rules and the Lead Council agrees to comply with these rules and all applicable laws in undertaking the joint procurement exercise.

- 11.4 The Lead Council will have principal responsibility for undertaking the procurement exercise but must act in compliance with the Governing Principles of this Agreement at all times, and consult with the non-lead Council(s) in advance to obtain their input and to ensure that the contract will meet their requirements. A separate agreement setting out each Council's role within the joint procurement exercise may be entered into where appropriate.

- 11.5 If the Councils enter into a joint contract with the appointed contractor(s), the charges and any jointly incurred liabilities, costs, claims, demands, expenses, fines or other penalties arising under that contract will be apportioned between the Councils on an equal basis unless the relevant member of SLT with responsibility for the contract and the Section 151 Officer have reasonably agreed different proportions based on the relative benefits that each Council will receive under the contract. Non-jointly incurred costs and other liabilities will be apportioned between each Council to the extent that they are attributable to that Council.

- 11.6 If the Lead Council enters into the contract on behalf of itself and the non-lead Council(s), then the Councils shall enter into a separate agreement to regulate the terms and conditions on which the non-lead Council(s) are to

purchase the service, supply or works directly from the Lead Council and agree their respective contributions when dealing with any liability or any other issues such as cost overruns.

## **12. VARIATIONS OF AGREEMENT**

- 12.1 Any Council may request a variation to this Agreement by making such a request in writing to SLT. This does not include variations to Schedule 1 which are agreed on an annual basis by SLT and the Section 151 Officer.
- 12.2 SLT shall circulate the request to each of the Councils for consideration and approval.
- 12.3 If all of the Councils approve the variation then SLT shall arrange for the preparation of an appropriate Deed of Variation to this Agreement to be prepared for execution by the Councils and such change shall only take effect upon completion of that Deed.
- 12.4 If one Council does not approve the variation then the variation to this Agreement shall not occur.

## **13. TERMINATION AND WITHDRAWAL**

- 13.1 The Councils agree that this Agreement or any part of it may be terminated at any time upon terms agreed by all Councils.
- 13.2 One Council may also unilaterally withdraw from this Agreement in accordance with the following procedure:
  - 13.2.1 The Council which wishes to withdraw from this Agreement shall give not less than twelve months written notice to the other Council(s) and to SLT of its intention to do so. SLT shall consult the Council(s) upon which such notice has been served and agree the date of withdrawal and an exit strategy.
- 13.3 Where one Council serves notice of withdrawal in accordance with clause 13.2, the Council serving notice shall be liable:
  - 13.3.1 for all the reasonable costs and liabilities associated with the serving of notice unless the Councils otherwise agree; and
  - 13.3.2 to honour its share of any contractual obligations entered into as part of the collaboration under this Agreement prior to the end of the notice period; and
  - 13.3.3 for all other contributions due from it to the other Council(s) in respect of the collaboration during the notice period.

- 13.4 Any payment in respect of a Council's obligations under clause 13.3 shall be liable for payment within three months of the Councils agreeing the amount or amounts due, or within such other period as may be agreed between the Councils.
- 13.5 Notwithstanding termination of this Agreement or withdrawal by one or more Council(s) the Councils agree to:
- 13.5.1 co-operate in terminating, modifying, restructuring, assigning or novating contractual arrangements entered into to mutual advantage and to execute any documents necessary;
- 13.5.2 use best endeavours to secure an amicable financial settlement;
- 13.5.3 immediately transfer or return any property including data belonging to the other Council(s);
- 13.5.4 ensure that each Council is allocated a fair and reasonable proportion of Employees and the members of SLT.

#### **14. DISPUTE RESOLUTION**

- 14.1 The Councils undertake and agree to pursue a positive approach towards dispute resolution which seeks (in the context of this joint working arrangement) to identify a solution at the lowest operational level that is appropriate to the subject of the dispute and which avoids legal proceedings and maintains a strong working relationship between the Councils.
- 14.2 In the event of any dispute or disagreement arising out of or in connection with this Agreement or any breach thereof ("a Dispute") a Council may serve notice upon the other(s) setting out brief details of the Dispute that has arisen ("Notice of Dispute") and the Notice of Dispute shall in the first instance be considered by SLT, which shall, acting in good faith, attempt to resolve such dispute.
- 14.3 Where SLT is unable to resolve such Dispute, or where in the opinion of SLT such Dispute would be more effectively resolved in another forum, SLT may refer such dispute to the following bodies/forums (listed in order of referral) until such Dispute is resolved:
- 14.3.1 A meeting of the Joint Head of Paid Service and leaders of each of the Councils;
- 14.3.2 A mediator appointed by the Councils.
- 14.4 The Councils shall bear their own costs incurred in relation to the mediation.

- 14.5 If the dispute is not resolved within 40 days of referral of the Dispute to mediation either Council may (by service of a written notice on the other Council) refer the dispute to an arbitrator to be agreed between the Councils. In the absence of agreement the arbitrator shall be nominated by the President for the time being of the Chartered Institute of Arbitrators.
- 14.6 The arbitrator's decision shall be final and binding on the Councils. The costs of the arbitration shall be paid as directed by the arbitrator.

## **15. NOTICES**

Any demand, notice or other communication given in connection with or required by this Agreement shall be made in writing and shall be delivered to, or sent by pre-paid first class post to, the recipient at the address stated at the beginning of this Agreement or as stated in any Deed of Adherence (or such other address as may be notified in writing from time to time).

## **16. INFORMATION AND CONFIDENTIALITY**

- 16.1 Subject to clause 19, the Councils each undertake to the other Council(s) that they shall not, save in the proper performance of their respective obligations under this Agreement, or in accordance with their legal obligations, without the prior consent of the other Council(s), disclose to any person any confidential information.
- 16.2 The obligation in clause 16.1 above shall not apply to any information which is in or enters into the public domain otherwise in breach of any undertaking of confidentiality or which the Council is obliged to disclose for the purpose of discharging their functions or pursuant to any legal obligation.

## **17. DATA PROTECTION**

- 17.1 The Councils shall at all times comply with the DPA, including maintaining a valid and up to date registration or notification under the DPA covering any data processing to be performed in connection with this Agreement and their responsibilities as data processors and or data/controllers.
- 17.2 The Councils shall only undertake processing of Personal Data reasonably required in connection with the operation of this Agreement.
- 17.3 The Councils shall not disclose any Personal Data to any third parties other than:
- 17.3.1 in response to a data subject access request;
  - 17.3.2 to Employees and contractors to whom such disclosure is necessary in order to comply with their obligations under this Agreement; or

17.3.3 to the extent required to comply with a legal obligation.

**18. INTELLECTUAL PROPERTY**

All intellectual property in any material created under this Agreement for both Councils shall be owned jointly by the Councils and shall be available equally to each Council.

**19. FREEDOM OF INFORMATION**

19.1 The Councils acknowledge that they are both subject to the provisions of FOI Legislation and each shall where reasonable assist and co-operate with the other (at their own expense) to enable the other to comply with these information disclosure requirements.

19.2 If one of the Councils receives an Information Request under FOI Legislation it shall be for that Council to decide if such information shall be disclosed and having acted reasonably and decided it is a matter of law obliged to disclose, the Council shall be entitled to disclose the information. The Council shall use its reasonable endeavours to consult the other Council if they are affected.

**20. EQUAL OPPORTUNITIES**

Each Council is subject to public law duties under equalities legislation and agrees to operate this Agreement in such a way as to promote equality of opportunity, good race relations and to prevent unlawful discrimination on the grounds of race, disability, gender, age, religion or belief and sexual orientation.

**21. SEVERABILITY**

21.1 If at any time any clause or part of a clause or schedule or part of a schedule is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid or unenforceable in any respect:

21.1.1 that shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement;

21.1.2 the Councils shall in good faith amend this Agreement to reflect as nearly as possible the spirit and intention behind that illegal, invalid or unenforceable provision to the extent that such spirit and intention is consistent with the laws of that jurisdiction and so that the amended Agreement complies with the laws of that jurisdiction.

**22. RELATIONSHIP OF COUNCILS**

Each of the Councils is an independent local authority and nothing contained in this Agreement shall be construed to imply that there is any relationship between the Councils of partnership of principal/agent or of employer/employee. Neither Council shall have any right or authority to act on behalf of the other Council not to bind the other Council by contract or otherwise except to the extent expressly permitted by the terms of this Agreement.

**23. THIRD PARTY RIGHTS**

The Councils agree that they do not intend that any third party which may benefit from this Agreement shall have any rights of enforcement under the terms of the Contracts (Rights of Third Parties) Act 1999.

**24. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with English law and each Council agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

This Agreement has been executed as a Deed and is delivered on the date stated at the beginning of it

The Common Seal of **SOUTH HAMS** )  
**DISTRICT COUNCIL** was hereunto affixed )  
in the presence of: )

Authorised Signatory

Authorised Signatory

The Common Seal of **WEST DEVON** )  
**BOROUGH COUNCIL** was hereunto affixed )  
in the presence of: )

Authorised Signatory

Authorised Signatory

Draft



## Schedule 1 Agreed Contributions

### **Schedule 1**

This Schedule sets out the methodology by which a Shared Officer's time is calculated to be spent on the functions of each Council. This Schedule will determine the proportion split of employing costs for a Shared Officer that each Council will pay. It will also determine the proportion split of any payment to be made in the event of a Shared Officer's redundancy where their employment is terminated as detailed in Section 5.5 of the agreement.

The methodology will be annually reviewed and agreed on an annual basis by the S151 Officer and the Senior Leadership Team

Detailed below are the 'cost drivers' which are used as a basis of calculating a shared officer's split of costs between each individual Council. These are audited by the Councils' external auditors on an annual basis when each Councils' Final Accounts are audited.

#### **Senior Leadership Team**

The SLT are to be recharged on a 50% SHDC 50% WDBC basis due to the strategic nature of the work carried out by SLT.

On an annual basis, SLT will review their individual time allocation spent on each Council's functions to conclude whether 50%/50% is reflective of actual delivery of service and strategic projects for each Council. If an adjustment is felt necessary to reflect where an individual member of SLT spent their time, the adjustment to vary from the 50%/50% split is to be agreed by the S151 Officer and the remainder of the SLT.

**PA Support** – follows the split of the SLT.

#### **Customer First**

**Planning Community of Practice** – based on time allocation data and other indicators such as planning applications and planning appeals

**Environmental Health Community of Practice** – based on time allocation data and caseload

**Housing, Benefits and Revenues Community of Practice** – mixture of splits to be used ranging from benefit caseload in each Council, number of households, number of businesses, number of appeals/tribunals and housing advice caseload etc.

**Assets Community of Practice** – based on time allocation data and other indicators such as the asset base held by each Council and the capital programme and asset strategy of each Council.

**Customer Services** – based on the number of telephone calls answered for each Council and time allocation.

**Economy & Community Delivery** – Based on time allocation

### **Commercial Services**

**On Street Car parking** – Based on number of PCN's issued in each Council.

**Operational Management – Environment** - Based on time allocation for shared staff and other indicators determined from time to time by SLT

**Operational Management – Waste** - Based on time allocation for shared staff and other indicators determined from time to time by SLT

### **Strategy & Commissioning**

**Member Support and Development** – Based on time allocation

**Communications & Media** – Based on time allocation

**Elections** – This is separate within each Council and no recharge is in place

**Governance** – Based on time allocation

**Performance** - Based on time allocation

**Strategic Planning** - Based on time allocation

Environment Specialist - Based on time allocation and other indicators determined by SLT

### **Support Services**

**Finance Community of Practice** – based on time allocation data.

**IT Community of Practice** – based on time allocation data and other indicators such as the number of PC's being supported in each Council.

**Legal Community of Practice** - Based on time allocation data including information from the legal management system.

**HR Community of Practice** – based on various formulae including head count.

**Service Processing** – based on time allocation data and other indicators such as the number of debtors invoices raised, number of supplier payments made, number of payslips, number of bank transactions etc.

**Customer Support (IT Helpdesk)** – based on time allocation data and calls to the helpdesk and the number of PC's being supported in each Council

**Design Team** – recharged through job costing

**Internal Audit** – chargeable hours as per each Council's internal audit plan and time allocation

## Schedule 2 Deed of Adherence

**THIS DEED** is made on [ ] 20[ ]

**BY** [ ] of [ ] (the "**Covenantor**") of the **Covenantor Address** in favour of the persons whose names are set out in the schedule to this deed and is SUPPLEMENTAL to the Collaboration Agreement dated [ ] made by (1) South Hams District Council, (2) West Devon Borough Council (the "**Collaboration Agreement**")

**THIS DEED WITNESSES** as follows:

1. The Covenantor confirms that it has been given and read a copy of the Collaboration Agreement and covenants with each person named in the schedule to this deed to perform and be bound by all the terms of the Collaboration Agreement, as if the Covenantor were a party to the Collaboration Agreement.

2. This deed is governed by the laws of England and Wales.

**IN WITNESS WHEREOF** this deed has been executed by the Covenantor and is intended to be and is hereby delivered on the date first above written to the parties to the Collaboration Agreement including those who have executed earlier deeds of adherence.

**THE COMMON SEAL of  
The Covenantor**  
was affixed to this deed  
in the presence of:

.....  
[Authorised signatory]

.....  
[Authorised signatory]

Draft