

MEMORANDUM OF UNDERSTANDING dated day of 2006

BETWEEN

North Warwickshire District Council of Council House, South Street, Atherstone CV9 1BD

AND

Nuneaton and Bedworth Borough Council of Town Hall, Coton Road, Nuneaton CV11 5AA

AND

Rugby Borough Council of Town Hall, Evreux Way, Rugby CV21 2LB

AND

Stratford-on-Avon District Council of Elizabeth House, Church Street, Stratford-upon-Avon CV37 6HX

AND

Warwick District Council of Riverside House, Milverton Hill, Leamington Spa CV32 5LR

Hereafter known as the Partnering Authorities

1. The purpose of this Memorandum relates to the partnering arrangement between the District and Borough Councils of Warwickshire ("the Partnering Authorities") designed to increase the access of Warwickshire residents to Housing Benefit and Council Tax Benefit.
2. The proposal to achieve this is for two officers ("the take-up officers") to be employed by Warwick District Council ("the Employing Authority") but funded by central government awarded through the Local Public Service Agreement (LPSA2) process to explore ways of improving and increasing the access of Warwickshire residents to appropriate benefits ("the Project").
3. The Project will be overseen by the Heads of Benefits and Revenues of each Partnering Authority sitting as a Programme Board ("the Programme Board") and chaired on a rotating basis.
4. An officer Project Board will deal with the operational issues arising during the Project and will report on a quarterly basis to the Programme Board. The Project Board will be made up of two Benefit Managers (from each of the Partnering Authorities) and Chaired by the Employing Authority's Head of Revenues and Customer Services.

5. The take-up officers will report to the Project Board on a quarterly basis providing evidence of progress against the targets detailed in the *Tackling Poverty* theme of the Local Public Service Agreement 2006 – 2009 (“the Performance Targets”)
6. The following key documents are attached to this Memorandum and are to be read as and construed as part of it:-
 - a. Warwickshire County Council – Local Public Service Agreement 2006 - 2009;
 - b. Project Sponsor Agreement;
 - c. LPSA2 Performance Management Arrangements.

7. Term

This Memorandum shall continue in force for a period of 2 years. If six months before the end of the initial period the Programme Board decides by majority decision that the project will not be extended, the Partnering Authorities shall be equally responsible (one fifth of the total cost) for any redundancy or pension fund costs. Where the Programme Board agrees by majority decision that the Project is to be continued beyond the Initial Term, this Memorandum shall automatically renew or extend by a period to be agreed by the Programme Board and continue in force in accordance with its terms.

8. Contracts

- 8.1 Any contracts for goods or services required to facilitate the development of the Project will be let by the Employing Authority in conformity with its current Code of Contract Practice.
- 8.2 Any Tenders received for any such contracts will be opened and recorded by an officer of the Employing Authority nominated for the purpose by its Chief Executive.
- 8.3 No such contracts shall be entered into without the prior written approval of the Programme Board.

9. Staff

- 9.1 The Project will be staffed by the two take-up officers who are to be employees of the Employing Authority under its standard contract of employment for a two year fixed term.
- 9.2 The Partnering Authorities shall each provide sufficient office accommodation as may reasonably be required to enable the take-up officers to fulfil the functions associated with their employment.
- 9.3 The Partnering Authorities shall ensure that the take-up officers are made aware of relevant health and safety policies for the time they are on-site (as amended or updated from time to time) and shall require that the take-up officers comply with such health and safety policies.

- 9.4 The Employing Authority shall ensure that:
- (i) the take-up officers are subject to Criminal Records Bureau (CRB) searches in accordance with usual practice;
 - (ii) the CRB searches shall be updated on a regular basis in accordance with usual practice;
 - (iii) the results of the CRB searches are made available between the Partnering Authorities provided always that such results are only made available to those officers of each Partnering Authority to whom it is appropriate or relevant to disclose such results and such disclosure is made in accordance with the CRB Code of Practice;
 - (iv) the take-up officers shall be required to advise the relevant Partnering Authorities of any subsequent convictions which would show in the next CRB search; and
 - (v) if a take-up officer or prospective take-up officer discloses or as a result of a CRB check is found to have a conviction, caution, pending prosecution, binding over order or other criminal record or refuses to complete a CRB check of the requisite kind, that person shall not be engaged in the provision of the Project without prior agreement in writing from each and every Partnering Authority.
10. The Employing Authority acknowledges that notwithstanding the presence of take-up officers employed by it at a Partnering Authority's premises, the Employing Authority shall not derive any interest in property, entitlement to occupy or other equivalent interest.
11. The Prime Pumping Grant ("the Grant") referred to in the attached Project Sponsor Agreement shall be payable to Warwickshire County Council ("the Holding Authority") to hold on behalf of the Partnering Authorities. This Grant shall be paid on 1st, November 2006 and 1st, November 2007 in two equal instalments to the Employing Authority to cover the staffing costs of the Project provided that the Employing Authority shall notify the other Partnering Authorities of those costs by the provision of accounts to them on a quarterly basis.
12. To enable the Project Board to deliver the Project on time and within budget, an Action Plan will be agreed by the Partnering Authorities to include (but not limited to) a timetable, a detailed budget, roles and responsibilities for each officer within the Project Board and a reporting protocol.
13. Any decisions not within the remit of the Project Board as set out in this Memorandum will be referred to the Programme Board.
14. Any Partnering Authority wishing to withdraw from this Memorandum may do so by giving no less than 6 months notice in writing to the remaining Partnering Authorities provided that the withdrawing Authority shall remain obliged to meet its obligations for the Initial Period as set out in Clause 7 of this Memorandum.
15. Any disputes arising from the Project will be resolved at first instance by the Project Board of the Partnering Authorities and in the absence of agreement, by the Programme Board whose decision shall be final.

16. This Memorandum shall be governed by and interpreted in accordance with English law and the parties submit to the exclusive jurisdiction of the courts of England and Wales.
17. Each Partnering Authority agrees to comply in all respects with the provisions of the Data Protection Act 1998 as amended and will indemnify the other Partnering Authorities against all actions, costs, claims, proceedings or demands that may be brought or made against it under the Act and which arise from its improper use disclosure or transfer of personal data.
18. When required to do so, each Partnering Authority will assist the other (at no cost) to meet their respective obligations under the Freedom of Information Act 2000 or any statutory modification or re-enactment thereof or any related guidelines or codes of practice.
19. Each Partnering Authority shall safeguard any confidential information relating to the Project and shall not disclose this to any third party without the prior written consent of the other Partnering Authorities provided that this shall not prevent such disclosure which is required by an order of court or other tribunal or which is required to be disclosed in accordance with any statute or subordinate legislation.
20. Each Partnering Authority is independent of the other and nothing contained in this Memorandum constitutes a legal partnership under the Partnership Act 1890 nor a joint venture and no Partnering Authority shall hold itself out as being the agent of any other Partnering Authority or as being authorised to enter into any contract on behalf of the other Partnering Authorities or in any way bind them other than as expressly set out in this Memorandum.
21. This Memorandum (together with the documents attached to it) contains the whole agreement between the Partnering Authorities in respect of the Project and supersedes any prior written or oral agreement between them relating to the Project.
22. The Partnering Authorities do not intend that any of the terms of this Memorandum shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.
23. No failure or delay by any Partnering Authority in exercising any right power or remedy will operate as a waiver of that right, power or remedy nor will the partial exercise preclude any further exercise of the same and no waiver shall be effective unless expressly stated to be a waiver and communicated to the other Partnering Authorities in writing.
24. If any provision of this Memorandum is held to be invalid, illegal or unenforceable for any reason by any competent court or authority then this will not affect the legality, validity or enforceability of the remainder and the Partnering Authorities agree that they will substitute provisions in a form as similar to the offending provisions as possible without rendering them illegal, invalid or unenforceable.

In witness whereof the parties have executed this Memorandum as a deed the day and year first before written

Signed on behalf of North Warwickshire District Council

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Signed on behalf of Nuneaton and Bedworth Borough Council

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Signed on behalf of Rugby Borough Council

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Signed on behalf of Stratford-on Avon District Council

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Signed on behalf of Warwick District Council

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Dated this day of 2006