

Dated

2023

LONDON BOROUGH OF BARKING & DAGENHAM

LONDON BOROUGH OF BEXLEY

LONDON BOROUGH OF BROMLEY

LONDON BOROUGH OF ENFIELD

LONDON BOROUGH OF GREENWICH

LONDON BOROUGH OF HAVERING

LONDON BOROUGH OF NEWHAM

LONDON BOROUGH OF REDBRIDGE

LONDON BOROUGH OF WALTHAM FOREST

**INTER AUTHORITY AGREEMENT
FOR THE LOCAL LONDON PARTNERSHIP PROGRAMME**

© Bevan Brittan LLP

Toronto Square – 7th Floor | Toronto Street | Leeds LS1 2HJ
T 0370 194 1000 F 0370 194 5465

Fleet Place House | 2 Fleet Place | Holborn Viaduct | London EC4M 7RF
T 0370 194 1000 F 0370 194 7800

Kings Orchard | 1 Queen Street | Bristol BS2 0HQ
T 0370 194 1000 F 0370 194 1001

Interchange Place | Edmund Street | Birmingham B3 2TA
T 0370 194 1000 F 0370 194 5001

www.bevanbrittan.com

Contents

| Item | | Page |
|------|------------------------------------------------------------------|------|
| 1 | DEFINITIONS AND INTERPRETATION | 3 |
| 2 | CONSIDERATION | 4 |
| 3 | DURATION | 5 |
| 4 | STATUS OF THE AGREEMENT | 5 |
| 5 | OBJECTIVES AND PRINCIPLES | 5 |
| 6 | GOVERNANCE ARRANGEMENTS | 5 |
| 7 | ACCOUNTABLE BODY RESPONSIBILITIES AND ACTIVITIES | 5 |
| 8 | ANNUAL BUDGET | 6 |
| 9 | STAFF | 7 |
| 10 | DIRECTOR OF LOCAL LONDON | 7 |
| 11 | LOCAL LONDON PARTNERSHIP UNIT | 8 |
| 12 | CHIEF EXECUTIVES' BOARD RESPONSIBILITIES AND ACTIVITIES | 8 |
| 13 | LEAD AUTHORITY RESPONSIBILITIES AND ACTIVITIES | 8 |
| 14 | LIABILITIES AND INDEMNITIES | 9 |
| 15 | INSURANCE | 10 |
| 16 | TERMINATION AND WITHDRAWAL | 10 |
| 17 | INTELLECTUAL PROPERTY | 11 |
| 18 | DISPUTE RESOLUTION | 11 |
| 19 | VARIATION | 12 |
| 20 | CONFIDENTIAL INFORMATION | 12 |
| 21 | FREEDOM OF INFORMATION AND ENVIRONMENTAL INFORMATION REGULATIONS | 12 |
| 22 | GDPR | 13 |
| 23 | NOTICES | 13 |
| 24 | ENTIRE AGREEMENT | 14 |
| 25 | NO PARTNERSHIP | 14 |
| 26 | WAIVER | 14 |
| 27 | ASSIGNMENT | 14 |
| 28 | SUCCESSORS BOUND | 14 |
| 29 | EXECUTION AND COUNTERPARTS | 14 |
| 30 | CONTINUING AGREEMENT | 14 |
| 31 | GOOD FAITH | 14 |
| 32 | SEVERABILITY | 14 |
| 33 | CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 | 14 |
| 34 | GOVERNING LAW AND JURISDICTION | 15 |
| | SCHEDULE 1 : OBJECTIVES AND PRINCIPLES | 19 |
| | SCHEDULE 2 : JOINT COMMITTEE TERMS OF REFERENCE | 21 |

THIS AGREEMENT is made the

day of

2023

BETWEEN

- (1) The Mayor and Burgesses of the London Borough of Barking & Dagenham, Barking Town Hall, 1 Clockhouse Avenue, Barking, IG11 7LU ("Barking & Dagenham")
- (2) The Mayor and Burgesses of the London Borough of Bexley, Civic Offices, 2 Watling Street, Bexleyheath, Kent, DA6 7AT ("Bexley")
- (3) The Mayor and Burgesses of the London Borough of Bromley, Civic Centre, Stockwell Close, Bromley BR1 3UH ("Bromley")
- (4) The Mayor and Burgesses of the London Borough of Enfield, Civic Centre, Silver Street, Enfield, London, EN1 3ES ("Enfield")
- (5) The Mayor and Burgesses of the Royal Borough of Greenwich, Town Hall, Wellington Street, Woolwich, London SE18 6PW ("Greenwich")
- (6) The Mayor and Burgesses of the London Borough of Havering, Town Hall, Main Road, Romford, London, RM1 3BB ("Havering")
- (7) The Mayor and Burgesses of the London Borough of Newham, Town Hall, Barking Road, East Ham, London, E6 2RP ("Newham")
- (8) The Mayor and Burgesses of the London Borough of Redbridge, Town Hall, Ilford, London, IG1 1DD ("Redbridge")
- (9) The Mayor and Burgesses of the London Borough of Waltham Forest, Town Hall, Forest Road, Walthamstow, London, E17 4JF ("Waltham Forest")

each a "**Local London Member**" and together "the **Local London Members**"

WHEREAS

- (A) The Local London Members are the nine London boroughs who are parties to this Agreement which have joined together to develop and implement a coordinated programme which will seek meaningful devolution deals with regional and national government, and effectively deliver on any responsibilities transferred to the sub-region (hereinafter referred to as the Local London Partnership Programme (LLPP)) and support the objectives of the member authorities.
- (B) Local London Members will ensure that they work together to deliver growth and identify opportunities for devolution to the sub-region which can result in sustainable long-term benefits for local residents, as well as more immediate benefits.
- (C) This Agreement is made pursuant to Sections 101(5), and 113(1) of the Local Government Act 1972, Section 9EB of the Local Government Act 2000, Section 1(1) (b) of the Local Authorities (Goods and Services) Act 1970 and Section 1 of the Localism Act 2011 (and all the other enabling powers).
- (D) It shall be the responsibility of each Local London Member to ensure they have the necessary delegations and decisions in place to give effect to this Agreement and by the act of entering into this Agreement have confirmed the same.
- (E) Local London Members have agreed to establish a Joint Committee on the basis of the Terms of Reference as set out in Schedule 2 to this Agreement. The Joint Committee will discharge executive functions on the collective behalf of Local London Members in so far as they relate to joint activities or areas of common concern in relation to the delivery of the LLPP.

- (F) Local London Members have agreed Redbridge's formal role as the Accountable Body for Local London, and any duties and responsibilities which are assigned to this role as outlined in this Agreement.

IT IS HEREBY agreed as follows:–

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement unless the context otherwise requires the following expressions have the following meanings:

Accountable Body means the formal role assigned to the London Borough of Redbridge or any successor Accountable Body of the Local London Partnership Programme (LLPP);

Agreement means this Agreement together with the Schedules attached hereto;

Annual Budget means the aggregate of all sums paid each Financial Year by each of the Local London Members as set out in Clause 8;

Annual Contribution means the sum paid each Financial Year by each of the Local London Members in accordance with Clause 8.2;

Chief Executives' Board means the meetings of the Chief Executives of each of the Local London Members or their nominees in accordance with Clause 12;

Commencement Date means means the date set out at the beginning of this Agreement;

Data Controller shall have the meaning as set out in the Data Protection Legislation;

Data Protection Legislation means all applicable data protection and privacy legislation in force from time to time in the UK including, without limitation, the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder), the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and, where applicable, the guidance and codes of practice issued by the Information Commissioner, in each case as amended or substituted from time to time;

Director of Local London means the individual responsible for leading and managing the Local London Partnership Unit (LLPU);

Dispute means any dispute, issue, difference or question of interpretation arising out of or in connection with this Agreement or any matter where this Agreement directs the Local London Members to resolve a matter by reference to Clause 18 (Dispute Resolution);

Financial Year means 1 April – 31 March;

Indirect Losses means, to the extent that such losses are indirect only, loss of profits, loss of use, loss of production, increased operating costs, loss of business, loss of business opportunity, loss of reputation or goodwill and any other indirect loss of any nature, whether arising in contract, tort or on any other basis;

Joint Committee means the Joint Committee established by the Local London Members with Terms of Reference as set out in Schedule 2 to this Agreement;

Lead Authority means the Local London Member which shall take on the lead responsibility for delivering particular project specific activities identified from time to time;

Local Government Remuneration means the pay levels as determined by the National Joint Council (NJC) for Local Government Services and the Green Book;

Local London Partnership Programme (LLPP) means the partnership established by the Local London Members to deliver sustainable benefits for each of them in furtherance of the objectives and principles set out in Clause 5 of this Agreement;

Local London Partnership Unit (LLPU) means the staff required to deliver the LLPP as shall be determined by the Accountable Body;

Local London Members means the London Boroughs of Barking & Dagenham, Bexley, Bromley, Enfield, Greenwich, Havering, Newham, Redbridge and Waltham Forest;

Losses means all losses, liabilities, damages, demands, charges, costs, and expenses (including legal and other professional charges and expenses) litigation, proceedings, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach or statutory duty or otherwise but excluding Indirect Losses and the term "Loss" shall be construed accordingly;

Personal Data shall have the meanings as set out in the Data Protection Legislation;

Processing (or other forms such as Process) shall have the meanings as set out in the Data Protection Legislation;

UK GDPR has the meaning given to that term in the UK Data Protection Act 2018;

Working Day means any day on which the Local London Members' offices are normally open for business and during the hours of 09.00 to 17.00.

- 1.2 References to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule.
- 1.3 In the event of a conflict, the conditions set out in the Clauses to this Agreement shall take priority over the Schedules.
- 1.4 Where a term of this Agreement provides for a list of items following the word "including" or "includes", then such list is not to be interpreted as being an exhaustive list.
- 1.5 In this Agreement, words importing any particular gender include all other genders, and the term "person" includes any individual, partnership, firm, trust, body corporate, government, governmental body, trust, agency, unincorporated body of persons or association and a reference to a person includes a reference to that person's successors and permitted assigns.
- 1.6 In this Agreement, words importing the singular only shall include the plural and vice versa.
- 1.7 In this Agreement, "staff" and "employees" shall have the same meaning and shall include reference to any full or part time employee or officer, director, manager and agent.
- 1.8 Subject to the contrary being stated expressly or implied from the context in these terms and conditions, all communication between the Local London Members shall be in writing.
- 1.9 All references to the Agreement include (subject to all relevant approvals) a reference to the Agreement as amended, supplemented, substituted, novated or assigned from time to time.
- 1.10 References to any 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.

2 CONSIDERATION

- 2.1 In consideration of the mutual agreements set out herein, the Local London Members have granted the rights and accepted the obligations set out herein.

3 DURATION

- 3.1 This Agreement shall come into effect on the Commencement Date and shall continue in force until the date upon which this Agreement is terminated in accordance with Clause 16 (Termination and Withdrawal).
- 3.2 The circumstances under which a Local London Member may elect to withdraw from this Agreement are set out in Clause 16 (Termination and Withdrawal).

4 STATUS OF THE AGREEMENT

- 4.1 The Local London Members agree that this Agreement shall take the form of a legally binding relationship and all mutual commitments between them created by this Agreement shall from the date hereof be construed accordingly.

5 OBJECTIVES AND PRINCIPLES

- 5.1 The Local London Members shall work together in partnership and in an open, co-operative and collaborative manner for the duration of this Agreement in pursuance of the objectives and principles contained in Schedule 1.

6 GOVERNANCE ARRANGEMENTS

- 6.1 The Local London Members establish the Joint Committee in accordance with s.101 Local Government Act 1972, s.9EB Local Government Act 2000 and the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2012 to monitor the arrangement and governance of the LLPP as further set out in the Terms of Reference at Schedule 2 to this Agreement.
- 6.2 The Local London Members have assigned the following roles:
 - 6.2.1 Accountable Body for overall principle management of the LLPP
 - 6.2.2 Lead Authority with responsibility for delivering particular project specific activities identified from time to time
- 6.3 The Joint Committee, the Accountable Body and the Lead Authority will discharge executive functions in pursuance of the objectives and principles contained in this Agreement at Schedule 1, on the collective behalf of Local London Members in so far as they relate to joint activities or areas of common concern in relation to the delivery of the LLPP.
- 6.4 Local London Members shall assist the Joint Committee, the Accountable Body and the Lead Authority in the delivery of the LLPP in accordance with the objectives and principles at Schedule 1 by:
 - 6.4.1 when reasonably requested, providing information regarding the delivery of this Agreement and the delivery of any external funding programs or services procured;
 - 6.4.2 keeping them informed at all times of any variations, developments or issues affecting the delivery of the LLPP; and
 - 6.4.3 so far as is reasonably practicable, committing such non-monetary resources and assistance and in-kind support (including staff time of staff who are not employed by the Accountable Body for the purposes of the LLPP) to the LLPP.

7 ACCOUNTABLE BODY RESPONSIBILITIES AND ACTIVITIES

- 7.1 The Local London Members have agreed that the Accountable Body shall undertake the following:

- 7.1.1 Management of the Annual Budget, (including administering and discharging, the receipt of income, payment of expenses and reimbursement of costs of agreed activities in accordance with an agreed programme of activity;
 - 7.1.2 Employment and line management of the Director of Local London;
 - 7.1.3 Hosting of staff to deliver the LLPP; and
 - 7.1.4 Hosting of the LLPU.
- 7.2 Additional activities to those set out in this Clause 7 shall be agreed by the Joint Committee. All additional activities agreed by the Joint Committee shall be evidenced in writing against this Agreement.

8 ANNUAL BUDGET

- 8.1 Subject to the provisions of Clause 8.2 each Local London Member will pay an Annual Contribution of £50,000 or such other sum as shall be agreed. Payments will be made on or before the 30 April in each year until termination of this Agreement. Together with any supplemental payments made under this Clause 8 these make the Annual Budget.
- 8.2 The Annual Contribution made under this Clause 8 may be increased in line with the rate of inflation in accordance with the annual percentage increase in the Consumer Price Index (CPI) provided a majority of the Local London Members agree. Any increase in excess of percentage increase in CPI shall require approval in accordance with Clause 8.11 below.
- 8.3 The first Annual Contribution shall be payable within 30 days of the commencement of this Agreement. All Annual Contributions shall be made payable to the Accountable Body.
- 8.4 The Accountable Body will be responsible for the Annual Budget and shall adopt standard Local Government financial control practices and principles as shall apply from time to time.
- 8.5 All agreed costs shall be met from the Annual Budget. These costs include those staff related costs for those staff employed by the Accountable Body in accordance with this Agreement, including but not limited to any increase in pay.
- 8.6 For each Financial Year the Accountable Body will produce an Annual Budget for agreement by the Joint Committee in advance of the Financial Year start and by no later than 1 March in any year which shall cover all aspects of the agreed activity to meet the LLPP and a cash flow statement.
- 8.7 Where a Lead Authority is identified for LLPP activities under this Agreement they shall submit statements of expenditure to the Accountable Body. Subject to the inclusion of sufficient funds in the Annual Budget the Accountable Body will reimburse costs for any Lead Borough activity carried out under this Agreement within 30 days of submission of a statement of expenditure provided that the said statement of expenditure is agreed as reasonable by at least three of the Local London Members (not including the Party submitting the said statement) such agreement to be provided within 30 days of submission of the statement of expenditure. Such statements of expenditure shall include all relevant proofs and details of expenditure as would ordinarily be expected by an authority acting reasonably.
- 8.8 Any underspends in any Financial Year will be carried forward unless all Local London Members by their Chief Executives agree to be reimbursed.
- 8.9 Save as provided for at Clause 8.10 below, any overspends will be shared in equal parts and further equal contributions made by each of the Local London Members within 30 days of the overspend being determined by the out-turn report.
- 8.10 In the event of any overspend or element of overspend caused by negligence, breach of this Agreement or authority being exceeded by any Local London Member to this Agreement, that Local London Member shall be solely responsible for the costs arising.

- 8.11 Any exception to the principles of this Clause 8 must be agreed by the Joint Committee and approved by each Local London Member's Chief Finance Officer.

9 STAFF

- 9.1 The Accountable Body will be the employer of and, subject to the provisions contained in this Agreement, be responsible for the terms and conditions and day to day management of staff engaged in accordance with this Agreement.

- 9.2 The Accountable Body shall ensure that any and all staff engaged, except for seconded staff, will be paid and employed by the Accountable Body in accordance with the Accountable Body's standard terms and conditions of employment and appropriate Local Government Remuneration for such positions, subject to the Local London Member's obligations towards the Accountable Body in respect of such appointments as set out in this Agreement.

- 9.3 In discharging its role as employer of staff it is agreed that the Accountable Body will provide and manage staff in accordance with an appropriate job description. It is further agreed that whilst the Accountable Body will consult with the other Local London Members (at such times agreed between them) as to performance of staff engaged against any agreed targets and the ongoing performance of such staff, it will be for the Accountable Body as employer to supervise and take any appropriate actions as employer in relation to staff concerned.

- 9.4 The Accountable Body shall procure that:

9.4.1 sufficient and appropriately trained staff shall be deployed to give effect to the LLPP with the requisite level of skill and experience;

9.4.2 it shall employ and line manage a suitably qualified individual as the Director of Local London, responsible for the LLPU; and

9.4.3 all staff shall receive training and supervision as is necessary to ensure the proper performance of LLPP under this Agreement.

- 9.5 The Accountable Body will submit an account of the costs of all staff engaged. Such account must be agreed by at least three of the Local London Members not including the Accountable Body) to this Agreement within at least 30 days of the Accountable Body submitting the account for the account to fall due. Reimbursement shall be made to the Accountable Body from the Annual Budget within 30 days of the account being agreed in accordance with this Clause.

- 9.6 The Accountable Body will only be reimbursed in accordance with a schedule of costs and salaries that have previously been agreed, by all the Local London Members, through their Chief Executives.

- 9.7 The Accountable Body shall be reimbursed the cost of employer's pension contributions, ill health retirements, early retirements, redundancies or buy out costs falling on it as employing Authority in accordance with this Agreement in the event that any of the staff engaged become so entitled. Such sums shall be met in equal parts by each of the Local London Members insofar as they are not provided for in the Annual Budget. However, no such payment shall be due in the event that liability for the payment is as a result of any avoidable negligent act or omission (determined at law) by the Accountable Body.

10 DIRECTOR OF LOCAL LONDON

- 10.1 The Director of Local London is an employee of the Accountable Body and shall be managed accordingly by the Accountable Body.

- 10.2 The Director of Local London shall be responsible for the day to day management and direction of the LLPU including recruiting, appointing and determining the engagement or secondment of other staff to the LLPU upon such terms and conditions of service as the Accountable Body consider necessary

or desirable for the purpose of implementing the agreed objectives and principles as set out in this Agreement and more particularly at Schedule 1.

- 10.3 The Director of Local London shall report on the delivery of the LLPP to the Joint Committee through the Chief Executives' Board as required by the Local London Members from time to time.
- 10.4 The Director of Local London shall be accountable to the Local London Members and shall on reasonable request provide reports to and/or attend meetings of each or any of the Local London Members including but not limited to their respective scrutiny committees.

11 LOCAL LONDON PARTNERSHIP UNIT

- 11.1 The Accountable Body has established the Local London Partnership Unit (LLPU) on behalf of the Local London Members to assist in the delivery of the Accountable Body responsibilities and of the LLPP.
- 11.2 The LLPU shall be located and set within the structure of the Accountable Body. The LLPU responsibilities include:
- 11.2.1 discharging functions in pursuance of the objectives and principles contained in Schedule 1;
 - 11.2.2 developing and managing the LLPP programme of work; and
 - 11.2.3 providing administrative and clerking support to the Joint Committee and to the LLPP generally.
- 11.3 Staff of the LLPU shall report to the Director of Local London.

12 CHIEF EXECUTIVES' BOARD RESPONSIBILITIES AND ACTIVITIES

- 12.1 The Chief Executives for Local London Members shall meet on a regular basis as the Chief Executives' Board and in any event not less than quarterly to review the operation of this Agreement and deal with any matters requiring their attention or approval in accordance with the provisions of this Agreement. The Chief Executives shall be entitled to send a nominee to such meetings to represent them in their absence. Such nominees should be first tier and shall have the same delegated powers as the Chief Executive would have had, had they attended.
- 12.2 Not less than quarterly the Chief Executives' Board shall receive from the Accountable Body a statement of expenditure and income and financial commitments for review and consideration as part of the management of the Annual Budget by the Accountable Body.

13 LEAD AUTHORITY RESPONSIBILITIES AND ACTIVITIES

- 13.1 The Lead Authority will be designated by the Local London Members on a project-by-project basis to take on responsibility for particular activities in accordance with this Agreement.
- 13.2 Where appropriate and on the advice of the Director of Local London, the Local London Members will enter into a memorandum of understanding with the Lead Authority to set out in more detail the project specific arrangements in place.
- 13.3 Any Local London Member designated as a Lead Authority agrees to act in accordance with the objectives and principles of this Agreement as set out at Schedule 1.
- 13.4 Lead Authority responsibilities shall include:
- 13.4.1 acting as the contracting party for external funding programs;
 - 13.4.2 undertaking necessary procurement of services;

- 13.4.3 determining how to undertake the relevant project specific activities in the best interests of the LLPP; and
- 13.4.4 submitting statements of expenditure to the Accountable Body.

14 LIABILITIES AND INDEMNITIES

- 14.1 The Local London Members hereto agree to indemnify the Accountable Body and any Lead Authority against any Losses which the Accountable Body and any Lead Authority may suffer as a result of or in connection with its obligations hereunder provided and to the extent that such Losses are over and above that which each borough to this Agreement is required to contribute and such extra costs are not due to any avoidable negligent act or omission (determined at law) of the Accountable Body or any Lead Authority or breach by the Accountable Body or any Lead Authority of its obligations hereunder. Any payments made to the Accountable Body or any Lead Authority under this Clause 14.1 shall be met from the Annual Budget or in equal parts by each of the Local London Members insofar as they are not provided for in the Annual Budget.
- 14.2 The Accountable Body and any Lead Authority appointed hereunder shall indemnify the other Local London Members against any Losses over and above that which each Local London Member is required to contribute and such costs which the other Local London Members(s) may suffer as a result of or in connection with any breach of the Accountable Body or any Lead Authority's obligations hereunder and/or any avoidable negligent act or omission (determined at law) in relation thereto.
- 14.3 Each Local London Member shall inform the other boroughs at the earliest opportunity of any issue or matter or legal process or proceedings which may affect the Local London Member's obligations under this Agreement.

Default by one or more Local London Member

- 14.4 Each Local London Member agrees that:
 - 14.4.1 during the continuance of this Agreement all transactions entered into by them shall be conducted in good faith and on the basis set out in this Agreement;
 - 14.4.2 that at all times they will act in good faith towards the other and use reasonable endeavours to ensure the observance of the terms of this Agreement; and
 - 14.4.3 that they shall use reasonable endeavours to give effect to this Agreement provided always that any disagreement between the Local London Members shall be resolved in accordance with Clause 18.
- 14.5 Where any Local London Member fails to meet its responsibilities and liabilities under this Agreement or breaches any of the same at any time during the term of this Agreement the defaulting Local London Member(s) shall indemnify the other Local London Members and the cost of any resulting penalties, Losses or loss or failure which is caused to the other Local London Members in particular the Accountable Body or Lead Authority shall be borne by the defaulting Local London Member(s) and shall be apportioned equitably.
- 14.6 Notwithstanding any other provision of this Agreement, the Local London Members do not limit or exclude their liability for:
 - 14.6.1 death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors;
 - 14.6.2 fraud or fraudulent misrepresentation by it or its employees;
 - 14.6.3 breach of any obligation as to title implied by statute; or
 - 14.6.4 any other act or omission, liability for which may not be limited under applicable law.

- 14.7 The liability of each Local London Members for their obligations under this Agreement shall be several and extend only to any Loss or damage arising out of each Local London Members' own breaches.
- 14.8 In respect of the indemnities given in this Agreement:
- 14.8.1 the indemnified Local London Member(s) shall give written notice to the indemnifying Local London Member(s) as soon as is practicable of the details of any claim or proceedings brought or threatened against it in respect of which a claim will or may be made under the relevant indemnity;
 - 14.8.2 the indemnifying Local London Member(s) shall at its own expense have the exclusive right to defend conduct and/or settle all claims and proceedings to the extent that such claims or proceedings may be covered by the relevant indemnity provided that where there is an impact upon the indemnified Local London Member(s), the indemnifying Local London Member(s) shall consult with the indemnified Local London Member(s) about the conduct and/or settlement of such claims and proceedings and shall at all times keep the indemnified Local London Member(s) informed of all material matters;
 - 14.8.3 the indemnifying and indemnified Local London Member(s) shall each give to the other all such cooperation as may reasonably be required in connection with any threatened or actual claim or proceedings which are or may be covered by a relevant indemnity; and
 - 14.8.4 the Local London Members shall each give to the others all such cooperation as may reasonably be required in connection with any threatened or actual claim or proceedings which are or may be covered by a relevant indemnity.
- 14.9 The Local London Members shall at all times take reasonable steps to minimise and mitigate any Loss for which they are entitled to bring a claim against the other Local London Member(s) pursuant to this Agreement.

15 INSURANCE

- 15.1 The Local London Members shall obtain and maintain throughout the term of this Agreement insurance sufficient to cover all of their obligations under this Agreement. Each Local London Member shall indemnify the others against Loss sustained as a result of breach of this Clause.

16 TERMINATION AND WITHDRAWAL

- 16.1 This Agreement shall terminate on such date as shall be agreed in writing by all Local London Members. On such termination, a final account shall be drawn up including any costs and liabilities in relation to staffing costs, redundancies and the cost of terminating any formal arrangements. Any net costs that cannot be met from the Annual Budget shall be shared equally among the Local London Members.
- 16.2 Where any Local London Member withdraws from this Agreement:
- 16.2.1 the obligations of that Local London Member in respect of the furtherance of the LLPP shall cease on such withdrawal;
 - 16.2.2 the Agreement shall continue in force in respect of any financial liabilities which have arisen out of the performance of this Agreement up to the date of the Local London Member's withdrawal;
 - 16.2.3 the withdrawing Local London Member shall not be entitled to a reimbursement of any costs incurred by it or contributions made prior to the date of withdrawal other than in accordance with Clause 8 above;
 - 16.2.4 the withdrawing Local London Member shall become immediately liable to pay any sums due from it to the other Local London Members under this Agreement;

- 16.2.5 the withdrawing Local London Member shall bear the costs of exit themselves.
- 16.2.6 Clause 18 of this Agreement shall remain in force in respect of any of the matters arising from the performance of or withdrawal of a Local London Member under this Agreement.
- 16.3 A Local London Member wishing to withdraw from this Agreement shall give written notice to the other Local London Members, and the date of withdrawal of that Local London Member shall be the date twelve months from the date of the receipt of the notice by the other Local London Members. Such notice period may only be reduced with the written agreement of all non-withdrawing Local London Members.
- 16.4 A Local London Member exercising their right to withdraw (the “**Withdrawing Authority**”) under Clause 16.2 above shall indemnify the remaining Local London Members for all and any Loss suffered by them as a consequence of the withdrawal of the Withdrawing Authority, including but not limited to any resultant redundancy costs, any costs of terminating formal agreements and costs that fall on the remaining Local London Members not able to be defrayed by other action.

Withdrawal by the Accountable Body or Lead Authority

- 16.5 Where the Withdrawing Authority is the Accountable Body or a Lead Authority, the remaining Local London Members shall arrange for a successor Accountable Body or Lead Authority be appointed,
- 16.6 In the event that Local London Members are unable to reach agreement as to the identity of the new Lead Authority, the responsibilities for this shall transfer to the Accountable Body.
- 16.8 In the event that Local London Members are unable to reach agreement as to the identity of the new Accountable Body this Agreement shall terminate in accordance with Clause 16.1.

17 INTELLECTUAL PROPERTY

- 17.1 The Local London Members intend that any intellectual property rights created in the course of the delivery of the LLPP shall vest in the Local London Member whose employee created them.
- 17.2 The Local London Members shall each grant an irrevocable royalty-free licence to the others to use such intellectual property for the purposes of the delivery of the LLPP.
- 17.3 Where a claim or proceeding is made or brought against a Local London Member which arises out of the infringement of any intellectual property rights or because the use of any materials, data, plant, machinery or equipment in connection with the LLPP infringes any intellectual property rights of a third party then, unless such infringement has arisen out of the use of any intellectual property otherwise than in accordance with the terms of this Agreement, the Local London Members shall each indemnify the others at all times from and against all Losses and Indirect Losses arising as a result of such claims and proceedings.
- 17.4 Each Local London Member warrants that any intellectual property created by its employees for the purposes of this Agreement will not infringe any third party’s intellectual property rights.

18 DISPUTE RESOLUTION

- 18.1 Any dispute or difference arising out of or connected with this Agreement shall be identified by written notice from one Local London Member to the other Local London Member(s) in dispute who shall within 7 working days (or such date agreed by all Local London Members to this Agreement) of the notice meet to attempt in good faith to resolve the dispute amicably on a full and final basis.
- 18.2 If the Local London Members are not able to conduct such meeting within the 7 working day period (or other agreed period) or such meeting has taken place but the dispute or difference remains unresolved then it shall be referred to mediation if the Local London Members in dispute so agree (such mediation to be conducted as agreed between the Local London Members in dispute) or in the event that one or more of the Local London Members in dispute does not agree mediation it shall be referred to an agreed independent expert and the Local London Members agree to abide by the

expert's decision without prejudice to the Local London Members' rights in law. In the absence of agreement, a mediator or independent expert (whichever is the preferred route) shall be appointed by the President of the Law Society such appointment to be binding on the Local London Members. An appointed mediator or independent expert shall in addition to determination of the dispute or difference set the process, procedure and timetable for determination of the dispute or difference.

18.3 All costs relating to resolving the dispute or difference shall be met equally by the Local London Members to this Agreement or apportioned as appropriate by the mediator/expert on the basis that resolution under this Clause 18 was necessary.

18.4 Nothing in this Clause 18 or the Agreement as a whole shall prejudice the Local London Members legal right to apply to the English Courts for emergency relief or for determination of a point of law.

19 VARIATION

19.1 A variation to this Agreement shall only be valid if it has been agreed in writing by each Local London Member and executed as a deed by duly authorised representatives of all Local London Members.

20 CONFIDENTIAL INFORMATION

20.1 Subject to the requirements of Clause 21 (Freedom of Information and Environmental Information Regulations) and Clause 0 (GDPR) the Local London Members agree to keep confidential any information which by its nature would normally be regarded as being confidential in the day to day business of the Local London Members.

21 FREEDOM OF INFORMATION AND ENVIRONMENTAL INFORMATION REGULATIONS

21.1 Each Local London Member acknowledges that the other Local London Members are subject to the requirements of the Freedom of Information Act 2000 ("**FOIA**") and the Environmental Information Regulations 2004 ("**EIR**") and each Local London Member shall where reasonable assist and co-operate with the other Local London Members (at its own expense) to enable the other Local London Members to comply with these information disclosure obligations.

21.2 Where a Local London Member receives a request for information under either FOIA or EIR in relation to information which it is holding on behalf of the other Local London Members in relation to the LLPP, it shall:

21.2.1 transfer the request for information to the other Local London Members as soon as practicable after receipt and in any event within two Working Days of receiving a request for information;

21.2.2 provide the other Local London Members with a copy of all information in its possession or power in the form that the Local London Members require within ten Working Days (or such longer period as the Local London Members may specify) of the Local London Member requesting that information; and

21.2.3 provide all necessary assistance as reasonably requested by the other Local London Member to enable that Local London Member to respond to a request for information within the time for compliance set out in the FOIA or the EIR.

21.3 Where a Local London Member receives a request under FOIA or EIR which relates to the LLPP, it shall notify the other Local London Member as per Clause 23.3 and afford them an opportunity to make any comments or representations in respect of the disclosure of the information sought before it responds to the request. The other Local London Members shall respond within 10 working days of receipt of this notification. The Local London Members responding to the request shall take into account any such comments or representations in so doing and shall not respond to the request until the 5 day response period referred to above has passed.

22 GDPR

- 22.1 Each Local London Member shall comply with the Data Protection Legislation.
- 22.2 With respect to the parties' rights and obligations under this Agreement, the parties acknowledge and agree that they are Data Controllers in respect of any Personal Data they Process in connection with this Agreement.
- 22.3 The parties shall negotiate and enter into in good faith a Data Sharing Agreement, setting out the specific data sharing activities which will take place under this Agreement. The Data Sharing Agreement may be updated from time to time on agreement by the Joint Committee.
- 22.4 Where any notices are required to comply with this Clause 0 they shall be made in accordance with Clause 23.3 below.

23 NOTICES

- 23.1 All notices or decisions which are required to be given under this Agreement otherwise than under Clause 21 and Clause 0 shall be in writing and shall be sent to the address of the Local London Member recipient set out in this Agreement unless directed otherwise or such other address as the recipient may designate by notice given in accordance with the provisions of this Clause. Any such notice may be delivered personally or by first class prepaid letter and shall be deemed to have been served if by personal delivery when delivered if by first class post 48 hours after posting.
- 23.2 For the purposes of Clause 23.1 written notice shall include notice by email. Notice is given if sent by email to the provided email address, on the next Business Day after being sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered.
- 23.3 All notices, communications or decisions which are required under Clause 21 and Clause 0 shall be in writing and shall be sent to the Information Governance email address below or such other address as the recipient may designate, of the relevant Local London Member. The parties confirm that at the date of this Agreement the relevant Information Governance email addresses are as follows:
 - 23.3.1 Barking & Dagenham: kim.starbuck@lbbd.gov.uk
 - 23.3.2 Bexley: data.protection@bexley.gov.uk
 - 23.3.3 Bromley: information.management@bromley.gov.uk
 - 23.3.4 Enfield: Nikki.Kaur@enfield.gov.uk
 - 23.3.5 Greenwich: david.white@royalgreenwich.gov.uk
 - 23.3.6 Havering: accessinfo@haverling.gov.uk
 - 23.3.7 Newham: informationrightsteam@newham.gov.uk
 - 23.3.8 Redbridge: icw.information@redbridge.gov.uk
 - 23.3.9 Waltham Forest: Information.Officer@walthamforest.gov.uk
- 23.4 Notice under Clause 23.3 is given if sent by email to the provided email address, on the on the next Business Day after being sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered.

24 ENTIRE AGREEMENT

- 24.1 This Agreement constitutes the entire agreement and understanding of the Local London Members and supersedes any previous agreement between the Local London Members relating to the subject matter of this Agreement.

25 NO PARTNERSHIP

- 25.1 Nothing in this Agreement shall constitute or be deemed to constitute a partnership between any of the Local London Members and except as expressly provided herein none of the Local London Members shall have any authority to bind the others in any way save as permitted by this Agreement.

26 WAIVER

- 26.1 No failure to exercise and no delay in exercising on the part of any of the Local London Members any right power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right power or privilege preclude any other or further exercise thereof or the exercise of any other right power or privilege.

27 ASSIGNMENT

- 27.1 None of the Local London Members may assign its rights and obligations in whole or in part hereunder without the prior written consent of the other Local London Members.

28 SUCCESSORS BOUND

- 28.1 This Agreement shall be binding on and shall endure for the benefit of the successors and assignees (as the case may be) of each of the Local London Members.

29 EXECUTION AND COUNTERPARTS

- 29.1 This Agreement is executed by each Local London Member by executing as a Deed.
- 29.2 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same Agreement.

30 CONTINUING AGREEMENT

- 30.1 All provisions of this Agreement shall so far as they are capable of being performed and observed continue in full force and effect notwithstanding termination except in respect of those matters then already performed.

31 GOOD FAITH

- 31.1 Each of the Local London Members undertakes with each of the others to do all things reasonably within its power which are necessary or desirable to give effect to the spirit and intent of this Agreement.

32 SEVERABILITY

- 32.1 Notwithstanding that any provision of this Agreement may prove to be illegal or unenforceable the remaining provisions of this Agreement shall remain in full force and effect.

33 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 33.1 Nothing contained in this Agreement confers or purports to confer any rights to enforce any of its terms pursuant to the Contracts (Rights of Third Parties) Act 1999 on any person who is not a party hereto.

34 GOVERNING LAW AND JURISDICTION

- 34.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 34.2 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS hereof the parties hereto have executed this Agreement as a Deed the day and year first written

THE COMMON SEAL OF THE MAYOR AND
BURGESSES OF THE LONDON BOROUGH OF
BARKING & DAGENHAM was hereunto affixed in
the presence of:

Authorised Signatory:

Being an officer of the Council of the
London Borough of Barking and
Dagenham, duly authorised to attest
the Common Seal thereof

Minute Number:
Sealing Register:

THE COMMON SEAL OF THE MAYOR AND
BURGESSES OF THE LONDON BOROUGH OF
BEXLEY was hereunto affixed in the presence of:

Authorised Signatory:

Authorised Signatory:

THE COMMON SEAL OF THE MAYOR AND
BURGESSES OF THE LONDON BOROUGH OF
BROMLEY was hereunto affixed in the presence of:

Authorised Signatory:

THE COMMON SEAL OF THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF ENFIELD was hereunto affixed in the presence of:

Authorised Signatory:

THE COMMON SEAL OF THE MAYOR AND BURGESSES OF THE ROYAL BOROUGH OF GREENWICH was hereunto affixed in the presence of:

Authorised Signatory:

THE COMMON SEAL OF THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HAVERING was hereunto affixed in the presence of:

Authorised Signatory:

THE COMMON SEAL of THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF NEWHAM was hereunto affixed in the presence of:

Authorised Signatory:

THE COMMON SEAL of THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF REDBRIDGE was hereunto affixed in the presence of:

Authorised Signatory:

THE COMMON SEAL of THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF WALTHAM FOREST was
hereunto affixed in the presence of:

Authorised Signatory:

Being an Officer of the Council of the said Borough authorised
to attest the Common Seal

Seal Register Number

SCHEDULE 1: OBJECTIVES AND PRINCIPLES

1 OBJECTIVES

- 1.1 The main purpose of establishing the arrangements set out in this Agreement is for the Local London Members to collaborate on and coordinate a range of activities and opportunities that arise through greater devolution of powers from government for the purposes of:
- 1.1.1 Securing local benefits and sustainable growth for the geographical areas of the nine Local London Members.
 - 1.1.2 Securing the long-term benefits for the functions carried out and services provided by the Local London Members, howsoever provided including collectively, individually or in partnership with others.
 - 1.1.3 Giving strategic and operational coherence to the collaborative work of the Local London Members in relation to securing local benefits.
 - 1.1.4 Establishing and facilitating the implementation of a programme for the Local London Members which ensures local benefit and sustainable legacy.
 - 1.1.5 Pooling and sharing costs arising out of this Agreement equally amongst the Local London Members in order for a collaborative programme to be developed and implemented; and
 - 1.1.6 Such other objectives as the Local London Members jointly agree are conducive to the joint working arrangements as delegated under this Agreement.

2 PRINCIPLES

- 2.1 In fulfilling this Agreement, Local London Members agree to adopt the following principles :
- 2.1.1 collaborate and co-operate; establish and adhere to the governance structures required under this Agreement and in the provision of any external funding programs or services procured, to ensure that activities are delivered and actions taken as required;
 - 2.1.2 be accountable; take on, manage and account to each other for performance of the respective roles and responsibilities as may be required under this Agreement;
 - 2.1.3 be open; communicate openly about major concerns, issues or opportunities relating to the LLPP;
 - 2.1.4 learn, develop and seek to achieve full potential; share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
 - 2.1.5 adopt a positive outlook; behave in a positive, proactive manner;
 - 2.1.6 adhere to statutory requirements and best practice; comply with applicable laws and standards including procurement rules, data protection and freedom of information legislation. In particular the Local London Members agree to comply with the requirements of the Accountable Body and any Lead Authority;
 - 2.1.7 adhere to the terms and conditions, requirements and specification of any external funding programs or services procured;
 - 2.1.8 act in a timely manner; respond accordingly to requests for support including the provision of relevant information;

- 2.1.9 manage stakeholders effectively;
- 2.1.10 deploy appropriate resources; ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this Agreement and in the provision of any external funding programs or services procured;
- 2.1.11 act in good faith to support achievement of and compliance with these principles.

SCHEDULE 2: JOINT COMMITTEE TERMS OF REFERENCE

LOCAL LONDON PARTNERSHIP PROGRAMME (LLPP) JOINT COMMITTEE TERMS OF REFERENCE

1 Committee Form and Structure

Committee Scope

- 1.1 The purpose of the LLPP Joint Committee is to discharge executive functions on behalf of the Local London Members in so far as they relate to joint activities or areas of common concern to the LLPP.
- 1.2 Local London Members may opt out of joint activities. The LLPP Joint Committee is free to agree that one or more but less than all Local London Members participate in a particular project or programme of work.
- 1.3 Where a decision of the LLPP Joint Committee does not apply to all Local London Members, the delegation of functions to the LLPP Joint Committee is limited to those Local London Members to whom the decision applies.

Composition

- 1.4 The LLPP Joint Committee will comprise 9 councillors, one each from the Executive of each of the Local London Members. The political balance rules shall not apply.
- 1.5 Members of the Committee must be Cabinet members.
- 1.6 The Chairman and Vice Chairman will be appointed every two years by the Joint Committee. Appointments shall be made on a rotational basis.
- 1.7 Partners and stakeholders may be invited to attend meetings of the LLPP Joint Committee on a non-voting basis as appropriate.

Quorum

- 1.8 The LLPP Joint Committee quorum is 6 councillors.

Voting

- 1.9 Each member of the LLPP Joint Committee shall have one vote. All matters to be decided shall be by a simple majority of those members present and voting. If there are equal numbers of votes for and against, the Chair shall have a casting vote.

Reserves

- 1.10 Each member of the LLPP Joint Committee may appoint a reserve member from their Executive.

Competency

- 1.11 All members of the LLPP Joint Committee and councillors attending as reserves shall:
 - 1.11.1 have undertaken appropriate training in the relevant law and procedures which relate to the Joint Committee's work; and

- 1.11.2 undertake further appropriate training, on an ad hoc basis, when there are changes to procedure or relevant legislation that are deemed significant by the Chief Executives of each Local London Member (the **Chief Executives' Board**).

2 Matters Reserved for the LLPP Joint Committee

The functions of the LLPP Joint Committee shall not be limited by area.

- 2.1 To discharge executive functions that relate to joint activities or areas of common concern in relation to growth and opportunities for devolution in the sub-region.
- 2.2 To collaborate on and coordinate a range of activities and opportunities that arise through greater devolution of powers from central government.
- 2.3 To approve the annual business plan.
- 2.4 To provide strategic management and oversight of:
 - 2.4.1 The Annual Budget;
 - 2.4.2 External funding programmes; and
 - 2.4.3 All other financial resources allocated to the LLPP.
- 2.5 To secure local benefits and sustainable growth for the geographical areas of the Local London Members.
- 2.6 To secure the long-term benefits for the functions carried out and services undertaken by the Local London Members collectively, individually or in partnership with others.
- 2.7 To provide strategic and operational coherence to the collaborative work of Local London Members in relation to securing local benefits.
- 2.8 To promote and facilitate joint bidding for funding, training and employment programmes to maximise the benefit for Local London Members.
- 2.9 To establish and facilitate the implementation of a programme for Local London Members which ensures local benefits and sustainable long term growth.
- 2.10 To receive reports from the Director of Local London on the delivery of the LLPP as required by the Local London Members or the LLPP Joint Committee from time to time.

3 Agenda Management

- 3.1 Prospective items of business for the LLPP Joint Committee shall first be approved by the Chief Executives' Board in unanimity.
- 3.2 Where the Chairman is of the view that majority voting may not be achieved on an item of business by the Joint Committee, the Chairman may propose that the agenda item is referred back to the Chief Executives' Board for further consideration.

4 Overview and Scrutiny

- 4.1 The LLPP Joint Committee shall be subject to the overview and scrutiny requirements of the Local London Members.
- 4.2 In the event that a decision of the LLPP Joint Committee or any sub-committee of it is called-in, the Chief Executive (or his nominee) for the relevant Local London Member shall attend the scrutiny committee meeting together with the relevant member of the LLPP Joint Committee.