DATED _		_2023
	[NAME OF LEAD AUTHORITY]	
	and	
	[LIST EACH LOCAL AUTHORITY INVOLVED SEPARATELY]	
	COLLABORATION AGREEMENT	
Setting or	ut arrangements for the Regional Fostering Support Hub Pathfin	der Projec

BETWEEN:

	Local Authority	Address
1		[insert address]
	(Lead Authority)	
2		[insert address]
	X Local Authority	
3	X Local Authority	[insert address]
4	X Local Authority	[insert address]
5	X Local Authority	[insert address]
6	X Local Authority	[insert address]
7	X Local Authority	[insert address]
8	X Local Authority	[insert address]
9	X Local Authority	[insert address]
10	X Local Authority	[insert address]
11	X Local Authority	[insert address]
12	X Local Authority	[insert address]

[&]quot;each referred to as a Party (or together, as "the Parties" or a "Local Authority" (or together, as "Local Authorities")

BACKGROUND

- (a) The Department for Education (DfE) have selected the Northeast as the UK's national pilot / pathfinder region for a project to improve foster carer recruitment and retention following the publication of the Care Review ("the Project")
- (b) xx have been selected as the Lead Authority to implement this 3-strand programme, which is fully funded by the DfE until the end of the 2023/24 financial year. The Project is comprised of 3 key strands:
 - I. The creation of a regional support hub / front door for prospective foster carers
 - II. The design and delivery of a regional fostering communications / marketing campaign
 - III. Expansion of the existing Mockingbird foster carer model across the region.
- (c) Each Party, via their Directors of Children's Services, has agreed to work collaboratively to support the implementation of a DfE-funded regional

- support hub and to deliver the DfE-led and DfE-funded regional communications campaign, which will link to the support hub.
- (d) The Parties wish to record the basis on which they will collaborate with each other to achieve the successful delivery of the Project.

1. **DEFINITIONS AND INTERPRETATIONS**

1.1. Unless the context otherwise requires, the following definitions shall have the following meanings:

Data Controller	means the definition of data controller	
Data Controller	as defined by the Data Protection Act	
	2018.	
Data Bratastian Lanislatian		
Data Protection Legislation	means all applicable data protection	
	and privacy legislation in force from time	
	to time in the UK including the UK	
	GDPR; the Data Protection Act 2018	
	(DPA 2018) (and regulations made	
	thereunder) and the Privacy and	
	Electronic Communications Regulations	
	2003 (SI 2003/2426) as amended, and	
	the guidance and codes of practice	
	issued by the Information Commissioner	
	or other relevant regulatory authority	
	and applicable to a party.	
Data Sharing Agreement	means the agreement that shall be	
	entered into between the Parties	
	relating to the sharing of personal data	
	in respect to the Project.	
DfE	means the Department of Education	
DPIA	Data Protection Impact Assessment for	
	the Project.	
Grant Funding	means the funding for the Project	
_	awarded to the Lead Authority from the	
	DfE.	
Grant Agreement	means the Department of Education	
	Grant terms and conditions linked to the	
	award of Grant Funding.	
Intellectual Property Rights	means patents, inventions, trademarks,	
	service marks, logos, design rights	
	(whether registerable or otherwise),	
	applications for any of the foregoing,	
	copyright, database rights, domain	
	names, trade or business names, moral	
	rights and other similar rights or	
	obligations whether registrable or not in	
	any country (including but not limited to	

	the United Kingdom) and the right to
	sue for passing off.
Lead Authority	Means [name of lead authority].
Mockingbird Programme	means the fostering programme which
	aims to replicate the support available
	through an extended
	family network. It creates a constellation
	of 6 to 10 satellite fostering families who
	are supported by 1 hub home that is
	operated by an experienced foster
	carer, offering
	planned and emergency sleepovers,
	advice, training and peer support.
Project Budget	means the budget for the Project held
	by the Lead Authority provided from the
	Grant Funding.
Regional Support Hub	Means the regional support hub as
	defined under Clause 4.1

- 1.2. reference to any statute or statutory provision includes a reference to that statute or statutory provision as amended extended or re-enacted from time to time:
- 1.3. words importing the singular include the plural; words importing any gender include every gender; words importing persons include bodies corporate;
- 1.4. the Clauses and paragraph headings and titles appearing in the Agreement are for reference only and shall not affect its construction or interpretation.
- 1.5. any phrase introduced by the words "including" "includes" "in particular" "for example" or similar shall be construed as illustrative only and without limitation to the generality of the related general words.

2. CONTRACT TERM

- 2.1. This Agreement shall come into effect on the 1st of April 2023 and terminate on the 31st March 2024 ("the Term") unless terminated earlier in accordance with Clause 14.3.
- 2.2. All the Parties may collectively agree to extend the Term for such further period as all the Parties collectively may agree.
- 2.3. This Agreement shall become legally binding once signed by all the Parties.

3. AGREEMENT TO COLLABORATE AND OBJECTIVES

- 3.1. The Agreement has been entered into by the Parties to establish and effect provisions for the performance of the Project and to clarify the Parties' roles and responsibilities in respect thereof and to each other.
- 3.2. The Parties shall work together in good faith and in an open co-operative and collaborative manner for the Term in order to deliver the Project across the 12 Local Authority areas ("the Area").
- 3.3. The Parties shall co-operate in order to achieve the following aims and outcomes for the Area through the successful implementation of the Regional Support Hub and associated communications campaign:
 - 3.3.1. increased number of foster carer enquiries in the region;
 - 3.3.2. increased number of prospective foster carers completing application within 1 Year;
 - 3.3.3. more competitive foster carer fees/reduced reliance on independent fostering;
 - 3.3.4. ensure children are placed in relation to their needs not based on resource;
 - 3.3.5. increased stability of children living with foster carers / fewer moves for children;
 - 3.3.6. fewer children being moved out of each Local Authority area:
 - 3.3.7. more children and young people able to retain and build upon relationships with friends, family and social workers in their local area, leading to reduced placement costs;
 - 3.3.8. fewer instances of children missing from their foster home;
 - 3.3.9. increased number of foster carers who are able to meet identified sufficiency needs within the Area; and
 - 3.3.10 Mockingbird Programme- improved retention of foster carers

4. SCOPE AND DELIVERY OF THE PROJECT

- 4.1. The Parties shall work collaboratively to create a model for a regional fostering support hub which shall undertake the following services on behalf of the Parties:
 - 4.1.1. receive and respond to enquiries from members of the public in a timely manner;
 - 4.1.2. hold conversations with enquirers to obtain and record further information to support their foster carer application;
 - 4.1.3. provide support to prospective foster carers to encourage them to adhere to the foster carer assessment journey;
 - 4.1.4. complete pre-screening activities to confirm suitability of enquirers to continue to foster carer application;
 - 4.1.5. encourage those enquirers not currently suitable for a foster carer assessment to consider alternative roles supporting children and young people through the Local Authority, and to revisit the foster carer journey in future if/when appropriate;
 - 4.1.6. develop and maintain positive relationships with enquirers and manage the initial introductory conversations with the selected Local Authority;
 - 4.1.7. deliver training to prospective foster carers on behalf of, and in liaison with, Local Authorities;
 - 4.1.8. act as data collector and data controller of all data required in relation to foster care enquiries and subsequent hub activities supporting prospective carers, as well as data required to evaluate the performance of the hub and its impact, whether directly collected from foster carers or required from their assessing Local Authority. Undertake data review and analysis to inform decision-making;
 - 4.1.9. act as central delivery point for the management of any regional communications and marketing campaigns;
 - 4.1.10. facilitate a 'buddy scheme' as appropriate for prospective foster carers by creating links between them and existing northeast foster carers;
 - 4.1.11. Any other duties deemed appropriate for the Regional Support Hub and agreed through the Project governance structure as referred to in

Clause 8 herein

4.2. The Parties shall work collaboratively and with the DfE to enable the design and delivery of a regional fostering communications / marketing campaign. The DfE shall lead on the development of this campaign.

5. THE LEAD AUTHORITY'S ROLES AND RESPONSIBILITIES

- 5.1. The Lead Authority shall:
 - 5.1.1. liaise with the DfE;
 - 5.1.2. have responsibility for the management and reporting of the Project Budget;
 - 5.1.3. project manage the regional collaborative elements of the implementation of the hub, including the facilitation and development of model design and hub business processes during implementation;
 - 5.1.4. escalate issues and risks through the agreed Project governance;
 - 5.1.5. employ staff, and be responsible for decision-making around their conditions of employment (unless seconded from another Local Authority, where conditions of employment shall be carried across), including their physical work location, supervision, development and all day-to-day activities;
 - 5.1.6. co-ordinate (in collaboration with the DfE) relevant Project meetings;
 - 5.1.7. carry out Project reporting through agreed governance arrangements
 - 5.1.8. consider and resolve local issues raised by the relevant Local Authority pursuant to Clause 6.1.4

6. LOCAL AUTHORITY'S ROLES AND RESPONSIBILITIES

- 6.1. Each Local Authority shall:
 - 6.1.1. provide appropriate liaison persons to the project through the agreed project governance structure to ensure Local Authority representation at relevant meetings;
 - 6.1.2. complete tasks and provide information for the Project within agreed

timescales;

- 6.1.3. actively engage in Project requirements to ensure progress;
- 6.1.4. identify and communicate local issues and risks to the lead Authority at the earliest opportunity;
- 6.1.5. note the Project's Data Protection Impact Assessment (DPIA) risks once data recording, storage and sharing requirements have been confirmed and undertake any recommendations for Local Authority actions required;
- 6.1.6. agree to enter into a regional Data Sharing Agreement to enable the sharing of information within the environment identified within the DPIA;
- 6.1.7. provide regular data to the central hub collection point through either automated or manual means, to enable the evaluation of the hub's success to support future decision-making;
- 6.1.8. agree to adopt the regional branding and signposting identified through the DfE led communications campaign strand of the Project;
- 6.1.9. share Local Authority logos and branding to the DfE and to the Project as needed;
- 6.1.10 comply with the terms of the Grant Agreement insofar as they apply to each Local Authority's participation in the Project, the terms of the Grant Agreement can be located at https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/975812/DfE_GFA_T_Cs_2021_.pdf
- 6.1.11 co-operate with the Lead Authority to enable the Lead Authority to comply with the terms of the Grant Agreement.

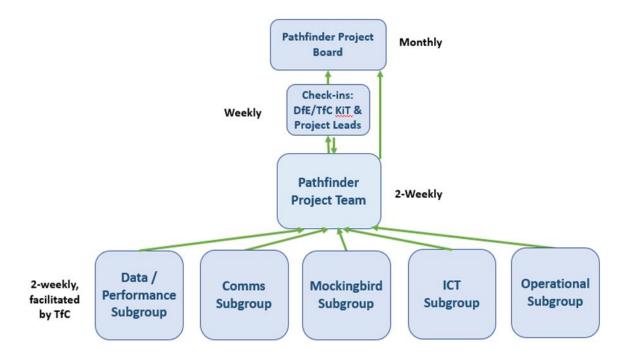
7. PROJECT BUDGET AND FINANCIAL ARRANGEMENTS

- 7.1. The DfE shall fully fund the Project for the 2023/24 financial year via a Grant Agreement between the DfE and the Lead Authority.
- 7.2. The Lead Authority shall hold the Project Budget and are the accountable body for the Grant Funding.
- 7.3. No additional financial contribution is required from Local Authorities towards the Project during the 2023/24 financial year.

- 7.4. The operational management of the Project Budget shall be the responsibility of the Lead Authority and reported as appropriate through the Project governance structure.
- 7.5. The planned and final costs of the Project shall be fully reported as part of the decision-making process around the exit or continuation of the regional hub.
- 7.6. Where identified as required and as agreed through Project governance, the Lead Authority shall make available Grant Funding monies to the other Local Authorities for the purposes of backfill where this shall actively support Local Authority input to Project activities.

8. PARTNERSHIP GOVERNANCE STRUCTURE

8.1. The Project shall operate in accordance with the following governance model:



- 8.2. A terms of reference document shall be created and made available for each governance group as they become established to support the Project.
- 8.3. The Project Board will comprise of one senior representative from each Party and one DfE representative. The Project Board will have overall oversight, assurance and decision-making powers for all Project activities.

- 8.4. The Project Board shall be chaired by Jill Colbert, Chief Executive of the Lead Authority or an alternative senior representative nominated by Jill Colbert in her absence.
- 8.5. The quorum for the Project Board is six Local Authorities and one DfE representative. Each Party is entitled to one vote in respect to Project Board decisions. In the event that votes for and against a particular decision are equal the Chair shall have the casting vote.
- 8.6. Each Party must provide senior representation at every Project Board to ensure that each Local Authority is given oversight of the Project and involved in the decision-making process. Each Party's Project Board Representative shall agree to report from and to their Local Authority any identified risks and issues relating to their involvement in the Project and provide support to their Local Authority to progress Project activities.
- 8.7. The Project Team is a joint Lead Authority and DfE group. The five subgroups of the Project Team identified in Clause 8.1 shall report into the Project Team.
- 8.8. The Lead authority and the Project Team shall attend regular meetings with the DfE. Details of these joint meetings shall be reported to the Project Board.

9. DATA PROTECTION AND INFORMATION SHARING

- 9.1. The Parties shall:
 - 9.1.1. at their own expense ensure that they comply with and assist the other parties to comply with the requirements of the Data Protection Legislation in respect to delivery of the Project; and
 - 9.1.2. enter into a Data Sharing Agreement in respect to the Project and agree to update the Data Sharing Agreement as the Project progresses.

10. INTELLECTUAL PROPERTY RIGHTS

10.1. Each Party shall retain all Intellectual Property Rights that are vested in, used or controlled by that Party prior to this Agreement.

- 10.2. Copyright in all reports, materials and other documents produced in whole or in part by any Party as part of the Project shall be owned by the Crown in accordance with the terms of the Grant Agreement
- 10.3. Any material produced as part of the Project shall be made available for use by the Parties from the Crown under an open government licence.

11. CONFIDENTIALITY

- 11.1. Each Party undertakes that it shall not disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party except as permitted by clause 11.2.
- 11.2. Each party may disclose the other party's confidential information:
 - 11.2.1. to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11 and
 - as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 11.3. No Party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

12. PARTIES' LIABILITIES TO EACH OTHER IN RESPECT TO THE PROJECT

- 12.1. Each Party shall remain liable for any losses or liabilities incurred due to their own actions. The Parties agree that no Party will have any liability to the other parties for any loss suffered under this Agreement.
- 12.2. Except as otherwise provided, each Party shall bear its own costs and expenses incurred in complying with its obligations under the Agreement.

13. DISPUTE RESOLUTION

- 13.1. In the event of any disputes arising in respect to the Project, the matter shall be referred to the Project Board for resolution
- 13.2. In the event the Project Board cannot resolve the dispute within 10 working days, the dispute will be referred to the Director of Children's Services or equivalent within each Party for resolution.

14. TERMINATION

- 14.1. This Agreement shall terminate at the end of the Term unless all the Parties agree an extension in accordance with Clause 2.2.
- 14.2. No Party shall be able to terminate this Agreement for any reason within the Term.
- 14.3. In the event that the DfE terminates the Grant Agreement with the lead

 Authority within the Term, the Parties shall meet to agree early termination
 of this Agreement and an exit strategy.
- 14.4. Where the Lead Authority has employed social work staff for the Project under a permanent appointment in order to attract suitably qualified staff to the Project, in the event that that the Project does not continue under any new contractual arrangements between the Parties and before the Agreement is terminated, discussions will take place between the Parties to determine if suitable secondment arrangements can be arranged within one of the Local Authorities for these staff, on terms to be agreed between the Lead Authority and the relevant Local Authority.

15. EVALUATION OF THE PROJECT

- 15.1. The Parties shall collaboratively evaluate the outcome of the Project to determine whether Project has achieved its aims and outcomes and to determine any lessons learnt from the Project.
- 15.2. In the event that all the Local Authorities wish to establish a regional fostering support hub or are mandated by the DfE to establish the same, those arrangements shall be subject to a separate legal agreement between the Parties.

16. ASSIGNMENT AND NOVATION

16.1. Subject to 16.2, the Agreement shall be personal to each Party

- (including their statutory successors) and shall not be capable of assignment or novation by any Party without the unanimous consent of the other Parties
- 16.2. The Lead Authority shall be entitled to assign or novate its rights and/or obligations under the Agreement at any time to The Council of the City of Sunderland subject to the provision of 21 days' notice in writing to the other Parties.

17. **SEVERANCE**

If any condition provision or Clause of this Agreement shall become or be declared by any court of competent jurisdiction to be void invalid illegal or unenforceable in any way such invalidity or unenforceability shall not impair or affect any other provision contained in this Agreement all of which shall remain in full force and effect.

18. WAIVER

The failure to exercise or delay the exercising of any right or remedy provided by this Agreement or by law does not constitute a waiver of such right or remedies or a waiver of any other rights or remedies. A waiver of a breach of any of the terms of the Agreement or of a default under the Agreement does not constitute a waiver of any other breach or default and shall not affect the terms of the Agreement. A waiver of a breach of any of the terms of the Agreement or of a default under the Agreement shall not prevent a Party from subsequently requiring compliance with the waived obligation.

19. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the Parties concerning its specific subject matter. In entering into this Agreement no Party has relied upon a representation by another Party save as recorded in this Agreement.

20. GENERAL

20.1. Nothing contained or implied herein shall prejudice or affect the

Parties' rights, powers duties and obligations in the exercise of their functions as local authorities and /or in any other capacity and all rights powers discretions duties and obligations of the Parties under all applicable laws and regulations may at all times be fully and effectively exercised as if the Parties were not party to this Agreement and as if this Agreement had not been made.

- 20.2. No Party shall represent itself as being an agent partner or employee of any other Party except to the extent specified by this Agreement.
- 20.3. No person other than the Parties shall been entitled to enforce any of the terms of this Agreement under the Contracts (Rights of Third Parties) Act 1999.
- 20.4. Any notices required or permitted to be given by one Party to any of the other Parties shall be in writing and addressed to the Director of Children's' Services (or equivalent Officer for the respective Local Authority) of the other Parties at their principal office.
- 20.5. Each Party agrees to sign this Agreement by electronic signature (whatever agreed form the electronic signature takes) and that this method of signature is as conclusive of our intention to be bound by this Agreement as if signed by each Party's manuscript signature.
- 20.6. This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 20.7. This Agreement shall be governed by the laws of England and Wales and any subject to Clause 13, disputes shall be subject to the jurisdiction of the Courts of England and Wales.

SIGNED for and on behalf of		
[]) (lead authority)		
Signature		
Name (Print)		
Position		
Date:		

Witness Signature
Name (Print)
Address:
Occupation:
SIGNED for and on behalf of
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