

DATED _____ 2023

TOGETHER FOR CHILDREN SUNDERLAND LIMITED
and
THE BOROUGH COUNCIL OF DARLINGTON
and
THE COUNTY COUNCIL OF DURHAM
and
THE BOROUGH COUNCIL OF GATESHEAD
and
THE BOROUGH COUNCIL OF HARTLEPOOL
and
THE COUNCIL OF THE CITY OF NEWCASTLE UPON TYNE
and
THE COUNCIL OF THE BOROUGH OF NORTH TYNESIDE
and
THE COUNTY COUNCIL OF NORTHUMBERLAND
and
THE BOROUGH COUNCIL OF REDCAR AND CLEVELAND
and
THE COUNCIL OF THE BOROUGH OF SOUTH TYNESIDE
and
THE COUNCIL OF THE BOROUGH OF STOCKTON

COLLABORATION AGREEMENT

Setting out arrangements for the Regional Fostering Support Hub Pathfinder Project

THIS AGREEMENT is dated the

day of April 2023

BETWEEN:

	Local Authority	Address
1	Together for Children Sunderland Limited (Lead Authority)	City Hall, Plater Way, Sunderland, Tyne, and Wear, SR1 3AA
2	Darlington	
3	Durham County Council	
4	The Borough council of Gateshead	Civic Centre, Regent Street, Gateshead, Tyne, and Wear NE8 1HH
5	Hartlepool	
6	Middlesbrough	
7	The Council of the City of Newcastle upon Tyne	Civic Centre, Newcastle upon Tyne NE1 8QH
8	The Council of the Borough of North Tyneside	Quadrant, The Silverlink North, Cobalt Business Park, North Tyneside, NE27 0BY
9	Northumberland County Council,	County Hall, Morpeth, Northumberland, NE61 2EF
10	Redcar & Cleveland	
11	The Council of the Borough of South Tyneside	of Town Hall & Civic Offices, Westoe Road, South Shields, NE33 2RL;
12	Stockton Borough Council	

“each referred to as a Party or a “Local Authority”

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) Together for Children Sunderland Limited are a wholly owned company of the Council of the City of Sunderland (Sunderland City Council) and delivers children’s services functions on behalf of Sunderland City Council.
- (c) Together for Children Sunderland Limited have been selected as the lead authority to implement this 3-strand programme, which is fully funded 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.
- (d) Each Party, via their Directors of Children’s Services, have 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.
- (e) 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 Protection Legislation	
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	The funding for the Project awarded to the Lead Authority
Grant Agreement	Means the Department of Education Grant terms and conditions linked to the award of Grant Funding
Lead Authority	means Together for Children Sunderland Limited
Project Budget	The budget for the Project held by the Lead Authority.

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 13.3.
- 2.2. The Parties (each acting in their absolute discretion) may agree to extend the Term for such further period as the Parties 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 will 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 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. Reduced inappropriate use of residential homes;
- 3.3.5. Increased stability of children living with foster carers / fewer moves for Children;
- 3.3.6. Fewer children being moved out of area: 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;
- 3.3.7. Fewer instances of children missing from their foster home
- 3.3.8. Increased number of foster carers able to meet identified sufficiency needs within the region
- 3.3.9. 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 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. Undertake checks and references for foster carer applicants on behalf of regional Local Authorities, in line with each relevant Local Authority human resources policies;

4.1.8. Deliver training to prospective foster carers on behalf of, and in liaison with, Local Authorities;

4.1.9. 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 carers or required from their assessing Local Authority. Undertake data review and analysis to inform decision-making;

4.1.10. Act as central delivery point for the management of any regional communications and marketing campaigns;

4.1.11. Facilitate a 'buddy scheme' as appropriate for prospective foster carers by creating links between them and existing northeast foster carers;

4.1.12. Any other duties deemed appropriate for the Hub and agreed through the Project Governance structure by all 12 Local Authorities.

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 are leading 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. 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 decision-making around their conditions of employment (unless seconded from another Local Authority, where conditions of employment will 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) of relevant project meetings
- 5.1.7. Carry out Project reporting through agreed governance channels.

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 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;

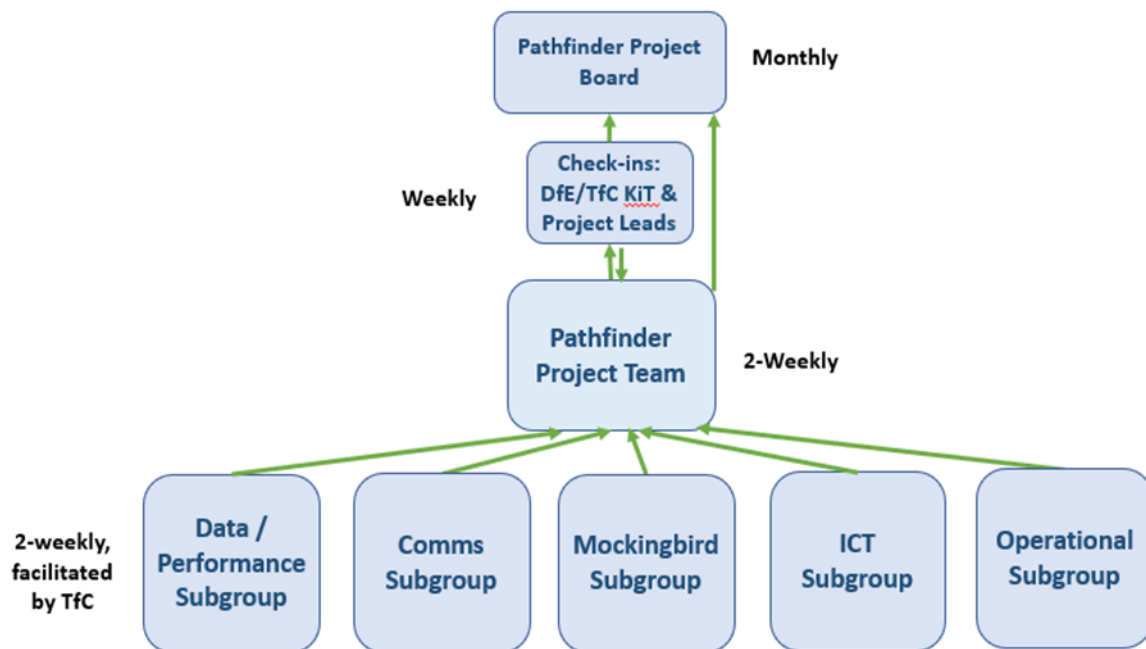
- 6.1.5. Note the project's Data Protection Impact Assessment (DPIA) risks once data recording, storage and sharing requirements have been confirmed and undertake any recommendations for Local Authority actions required;
- 6.1.6. Agree to enter into a regional data sharing agreement to enable the sharing 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.

7. PROJECT BUDGET AND FINANCIAL ARRANGEMENTS

- 7.1. The DfE will 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 will hold the budget and are the accountable body for DfE 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 budget will 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 will 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 will make available grant monies to the other Local Authorities for the purposes of backfill where this would actively support Local Authority input to project activities.

8. PARTNERSHIP GOVERNANCE

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



8.2. A terms of reference document will be created and made available for each governance group as they become established to support the Project.

8.3. One senior representative from each Party will be represented at the Project Board and a 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 for Jill Colbert, Chief Executive of the Lead Authority or an alternative senior representative nominated by Jill Colbert in her absence. It is the intention that any decision of the Project Board shall be made by the consensus of the Project Board members in attendance at the Project Board meeting.

8.5. Each Partner must provide representation at every Project Board to ensure that each Local Authority is given oversight of the Project and involved in decision making. Each Partner's Project Board Representative shall agree to report from and to their Local Authority any risks and issues relating to their involvement in the Project and provide support to their local authority to progress Project activities.

8.6. The five sub-groups identified in Clause 8.1 shall report into the Project Team.

8.7. The Lead authority and the Project Team will attend regular meetings with the DfE. Details of these joint meetings will be reported to the Project Board

9. DATA PROTECTION AND INFORMATION SHARING

9.1. The Parties shall:

9.1.1. Comply with 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 update the same as the Project progresses.

10. INTELLECTUAL PROPERTY RIGHTS

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

10.2. All 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 Funding 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. PARTIES' LIABILITIES TO EACH OTHER IN RESPECT TO THE PROJECT

11.1. Each Party shall remain liable for any losses or liabilities incurred due to their own actions and none of the parties intends that the other party shall be liable for any loss it suffers as a result of this Agreement.

11.2. Except as otherwise provided, each Party shall bear its own costs and expenses incurred in complying with its obligations under the Agreement.

12. DISPUTE RESOLUTION

In the event of any disputes arising in respect to the Project, the matter shall be referred to the Project Board for resolution

13. TERMINATION

13.1. This Agreement will terminate at the end of the Term unless the Parties agree an extension in accordance with Clause 3.2.

13.2. No Party shall be able to terminate this Agreement for any reason within the Term.

13.3. 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. EVALUATION OF THE PROJECT

14.1. The Parties shall collaboratively evaluate the outcome of the Project to determine if the Project has achieved its aims and outcomes and to determine lessons learnt from the Project.

14.2. 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 will be subject to a separate legal agreement between the Parties.

15. ASSIGNMENT AND NOVATION

15.1. Subject only to 15.2, 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 consent of the other Parties (absolute consent)

15.2. 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.

16. 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 all of which shall remain in full force and effect.

17. 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 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 will not prevent a Party from subsequently requiring compliance with the waived obligation.

18. 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.

19. GENERAL

- 19.1. Nothing contained or implied herein shall prejudice or affect the Parties' rights and 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.
- 19.2. No Party shall represent itself as being an agent partner or employee of any other Party except to the extent specified by this Agreement.
- 19.3. No person other than the Parties shall be entitled to enforce any of the terms of this Agreement under the Contracts (Rights of Third Parties) Act 1999.
- 19.4. 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 Childrens' Services of the other Parties at their principal office.

19.5. The Agreement shall be governed by the laws of England and shall be subject to the jurisdiction of the Courts of England and Wales.

DRAFT

SIGNED for and on behalf of
TOGETHER FOR CHILDREN SUNDERLAND LIMITED

Signature _____

Name (Print) _____

Position _____

Date: _____

Witness Signature _____

Name (Print) _____

Address: _____

Occupation: _____

SIGNED for and on behalf of
THE BOROUGH COUNCIL OF DARLINGTON

Signature _____

Name (Print) _____

Position _____

Date: _____

SIGNED for and on behalf of
THE COUNTY COUNCIL OF DURHAM

Signature _____

Name (Print) _____

Position _____

Date: _____

SIGNED for and on behalf of
THE BOROUGH COUNCIL OF GATESHEAD

Signature _____

Name (Print) _____

Position _____

Date: _____

SIGNED for and on behalf of
THE BOROUGH COUNCIL OF HARTLEPOOL

Signature _____

Name (Print) _____

Position _____

Date: _____

SIGNED for and on behalf of
THE BOROUGH COUNCIL OF MIDDLESBROUGH

Signature _____

Name (Print) _____

Position _____

Date: _____

SIGNED for and on behalf of
THE COUNCIL OF THE CITY OF NEWCASTLE UPON TYNE

Signature _____

Name (Print) _____

Position _____

Date: _____

SIGNED for and on behalf of
THE COUNCIL OF THE BOROUGH OF NORTH TYNESIDE

Signature _____

Name (Print) _____

Position _____

Date: _____

SIGNED for and on behalf of
THE COUNTY COUNCIL OF NOTHUMBERLAND

Signature _____

Name (Print) _____

Position _____

Date: _____

SIGNED for and on behalf of
THE BOROUGH COUNCIL OF REDCAR AND CLEVELAND

Signature _____

Name (Print) _____

Position _____

Date: _____

SIGNED for and on behalf of
THE COUNCIL OF THE BOROUGH OF SOUTH TYNESIDE

Signature _____

Name (Print) _____

Position _____

Date: _____

SIGNED for and on behalf of

THE COUNCIL OF THE BOROUGH OF STOCKTON

Signature _____

Name (Print) _____

Position _____

Date: _____

DRAFT