**DATED xxxxxx 2025**

**LONDON COUNCILS**

**and**

**Regional Employer name**

**And**

**[Insert Subscribing Local Authority Name]**

**Service Level Agreement in relation to the HR Metrics Club Service**

**April 2024 - March 2027**

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**THIS AGREEMENT** is made on the [ xxx date ] 2025

**BETWEEN**

1. **LONDON COUNCILS** whose principal office is situated at 12 Arthur Street, London EC4R 9AB (hereinafter called “**London Councils**”) who acts as Lead organisation; and
2. **Regional employer organisation name, address and acting arrangement, who acts as the Commissioning Organisation and has agreed to deliver the HR Metrics Service in the Regional employer organisation; and**
3. **[Insert** **Subscribing Local Authority Name]** of **[Insert Address]** (hereinafter called the “**Subscribing Local Authority**” – Note: the term Subscribing does not necessarily mean the local authority is directly paying London Councils a fee for the service, since this could be paid by their relevant Regional Employers organisation, on their behalf, but the term relates to the spirit of subscribing information to the benchmarking ‘club’ to which this Service Level Agreement relates.)

together referred to as “the Parties” and individually as a “Party”.

**WHEREAS:**

1. In liaison with the Regional employer organisation HR Metrics User Group, London Councils will work with all Subscribing Local Authorities in relation to the provision of the HR Metrics Club Service (“the Services”).
2. This SLA has been agreed between the Parties to ensure that there is a common and shared understanding of the Services that are to be provided and the roles and responsibilities of the respective Parties.
3. The Services are to collect, analyse as appropriate, and share a range of data sets from across local government. The purpose of this exercise is to provide the Subscribing Local Authority with comparative workforce related data and enable them to - compare and assess their performance across a range of HR measures; work collaboratively to develop and progress best practice; tackle new challenges that require data insights; and through benchmarking with other local authorities facilitate improvement and innovation. Some of the surveys also enable the Subscribing Local Authority to benchmark their pay for employees to ensure that their pay levels are as competitive as possible while still enabling them to recruit and retain the workers.

**IT IS HEREBY AGREED** between the parties as follows: -

1. **PARTIES OBLIGATIONS**
   1. London Councils shall be responsible for the delivery of the Services which conducts surveys to enable Subscribing Local Authorities to compare and assess their performance across a range of HR measures and benchmark the pay of their employees to enable them to manage their pay and pay-rates and recruitment and retention policies, in accordance with the provisions of this agreement.
2. London Councils will host and maintain the HR Metrics Club Service, via a contracted service for the provision of an online platform to collect and hold HR metrics data and allow local government organisations to enter their own survey data and access a range of outputs to enable delivery of HR and workforce Metrics surveys and data benchmarking for local authorities across the country. REGIONAL EMPLOYER ORGANISATION will support subscriber councils of this service within the Regional employer organisation by coordinating their subscription arrangements, providing a regional user group, and offering other practical advice and support as needed, so that Councils in the Regional employer organisation gain maximum benefit from of their subscription and the outcomes of this service.
   1. The Services are provided by London Councils pursuant to an agreement dated 13 December 2001 (as amended) (“the Governing Agreement”) whereby the 32 London Boroughs and the City of London Corporation delegated the joint exercise of certain functions to the London Councils’ Leaders Committee
   2. The Subscribing Local Authority (listed in a separate schedule of participants maintained by London Councils) shall, in consideration for the provision of the Services, pay the Annual Subscription Fee directly to REGIONAL EMPLOYER ORGANISATION in accordance with these terms and conditions and by 30th April each year in order that REGIONAL EMPLOYER ORGANISATION can transfer the funds to London Councils in accordance with Section 7 of this Agreement.
   3. REGIONAL EMPLOYER ORGANISATION shall pay the relevant fee for each Subscribing Authority to London Councils for provision of The Service and associated support, in accordance with these terms and conditions
   4. For the avoidance of doubt, it is agreed that in the event of any conflict between the terms and conditions of this agreement and the terms of the Governing Agreement, the terms of the Governing Agreement shall prevail.
   5. This agreement may be executed in any number of counterparts (agreements with councils) each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. No counterpart shall be effective until each party has executed at least one counterpart.
3. **DURATION**

2.1 This agreement shall commence on 1st April 2024 (“the Commencement Date”) and shall continue until 31st March 2027 (‘the Initial Term’) unless terminated earlier in accordance with clause 10.

2.2London Councils as the lead organisation reserves the right to extend the duration of this Agreement by two further periods of twelve consecutive months only not exceeding two years in total (the “Extended Term”). Such extension must be agreed in writing no later than six (6) months before the end of the Initial Term.

2.3 Ongoing Service and Notice of Termination

Following the expiry of the Initial Term or any Extended Term, unless expressly terminated in accordance with clause 11, the subscribing local authority shall be deemed to continue participation in the HR metrics service under the same terms and conditions, whether provided by the same or a successor provider. In such cases, the subscribing authority must provide not less than twelve (12) months’ written notice of termination, which may be given at any time but shall not take effect until twelve (12) months from the date of receipt by the provider.

1. **THE SERVICE** 
   1. London Councils will provide a core set of surveys, dependant on the type of local authority and level of subscription. See Schedule 1 for listing and subscription fee rate.
   2. London Councils will, following discussions with the Governance Board (established in accordance with clause 4 below), provide a timetable for data collection and publication of results for the Core Surveys for the financial year ahead. The timetable could be subject to change in any given year depending on changing priorities which shall be agreed by the Parties in writing.
   3. The Subscribing Local Authority may request, via REGIONAL EMPLOYER ORGANISATION, that further surveys or analysis in addition to the Survey listing in Schedule 1, be made available. In the event of any such request, the Parties shall agree in writing any increase to the Annual Subscription Fee as appropriate.
   4. If additional surveys are required, that are not part of the suite available, the Parties will need to go through a change request process. This will entail submission of details of the survey data, parameters, scope, methodology for initial collection, definitions of data collected and expected outputs/ results. The approval of accepting a new survey will be undertaken by an extraordinary meeting (which can be virtual) of the Governance Board.
   5. London Councils in consultation with the Subscribing Local Authority, will agree with the sub-contractor [Infinistats] any costs arising from the Change Request Process and the Subscribing Local Authority will meet any additional costs and shared accordingly in proportion to current fees.
   6. London Councils will administer and manage the Services.
   7. REGIONAL EMPLOYER ORGANISATION shall be responsible for administering The Services for the Regional employer organisation Region as set out in Schedule 1 of this Agreement

3.8 London Councils will provide the Governance Board with an annual review of operations.

3.9 London Councils and REGIONAL EMPLOYER ORGANISATION agrees that it will adequately resource, as requested and needed by the Subscribing Local Authority, the provision of the Services and that it will provide them with reasonable care and skill and in a timely manner.

1. **GOVERNANCE** 
   1. A Governance Board has been established which will ensure that the needs of the Subscribing Local Authority are met. The Governance Board will agree the scope and detail of surveys in discussion with London Councils as the service provider. It will also provide guidance, technical expertise and assurance on the development of the Services.
   2. Subject to clause 4.1, the Governance Board may also provide a forum to enable further constructive discussions on any differences that cannot be resolved by discussions between London Councils and the relevant Subscribing Local Authority.
   3. The Governance Board will comprise of the following:
2. two London Councils officers responsible for managing the provision of the Services;
3. the HR Director & London Regional Employers’ Secretary;
4. one or more London Boroughs representatives;
5. one representative from each of the South East Employers, South West Councils, West Midlands Employers and East of England LGA regional employer organisations; and
6. one or more independent officers who have a vested interest in promoting the use of workforce intelligence among the Subscribing Local Authorities.
   1. The membership of the Governance Board is as follows, or such other person who may be appointed to the Governance Board from time-to-time in accordance with clause 4.3:
7. Cheryl Graham (London Councils)
8. Tessa Mapley (London Councils)
9. Debbie Williams (London Councils)
10. Ian Morgan (South West Councils)
11. Michelle Biggs (South East Employers) - Chair
12. Carrie Smith (West Midlands Employers)
13. Alison Thompson (East of England LGA)
14. Peter Reilly (IES: fellow of Institute for Employment Studies) External Expert Support and Challenge
15. Steve Davies (PPMA) External Expert Support and Challenge
16. **LONDON COUNCILS CONTACT**

5.1 The Principal Contact Officer responsible for the provision of the Services is:

Cheryl Graham

HR Director & London Regional Employers’ Secretary

London Councils

[cheryl.graham@londoncouncils.gov.uk](mailto:cheryl.graham@londoncouncils.gov.uk)

Tel: 020 7934 9963

1. **REGIONAL EMPLOYER ORGANISATION CONTACT**
   1. **The Principle Contact Officers responsible for the provision of the Services are:**
   2. **Name and contact details**
2. **FEES AND PAYMENT**

**Initial Set up fee payable to the Online Platform provider**

* 1. There is an initial set up fee payable to the Online Platform service provider – Infinistats. This is determined by Infinistats and payable directly to them via the REGIONAL EMPLOYER ORGANISATION.

***The Annual Subscription Fee***

* 1. The Service will work based on full cost recovery and on the assumption that all Local authorities that subscribe to the Services shall contribute. Should the number of Subscribing Local Authority reduce in any given year, the overall cost of the Services will be split proportionately (based on the annual fees for each subscribing authority) between the remaining Subscribing Local Authorities.
  2. Each Subscribing Local Authority or Regional Employer Organisation on behalf of a group of Local Authorities from a region shall pay a fully inclusive fee by 15th May each financial year. The ‘Annual Subscription’ Fee shall be determined by London Councils and will be approved by the Governance Board.
  3. The Annual Subscription Fee covers the full operation of the Services, but results will not be shared with a Party unless that Party has supplied data for the survey or report.
  4. The Parties acknowledge that any changes to the Services may result in increased costs to the Parties in the Annual Subscription Fee or Additional Fees.
  5. It is not possible to pay to participate in an individual survey.
  6. Schedule 1 provides the level of fee for the type of local authority in accordance with the level of service and surveys that they will be contributing to and utilising.
  7. VAT is applicable on all fees at the rate prescribed by law from time to time.

***Invoicing***

* 1. The Subscribing Local Authority shall pay all fees due to REGIONAL EMPLOYER ORGANISATION within 30 days of the date of receipt of the invoice.
  2. If the Subscribing Local Authority wishes to dispute any part of an invoice, it must notify REGIONAL EMPLOYER ORGANISATION in writing of the dispute and the reasons for the dispute.
  3. The Subscribing Local Authority must not delay or withhold payment, or cause the delay or withholding of payment, of any part of the invoice which is not disputed.
  4. The Subscribing Local Authority may withhold payment of the disputed part of the invoice until the dispute is resolved.
  5. REGIONAL EMPLOYER ORGANISATION shall pay all fees due to London Councils within 30 days of the date of receipt of the invoice. Any disputes must be notified in writing to London Councils without delay and only the part of the invoice in dispute can be withheld or delayed

***Additional Fees***

* 1. If an additional project or survey is provided by London Councils at the request of a Subscribing Local Authority, it may be necessary to request an additional fee from the Subscribing Local Authority (“Additional Fee”).
  2. Where additional surveys are undertaken, London Councils shall give one month’s written notice to the Subscribing Local Authority, and Regional Employer if acting on behalf of a group of Local authorities, which will include details of the Additional Fee payable to London Councils.
  3. The Subscribing Local Authority will be consulted as to any Additional Fee.
  4. Once a decision has been made by London Councils and the Subscribing Local Authorities to commission an extra survey in accordance with clause 6.12 above, the Additional Fee will be payable by all Subscribing Local Authority. The Subscribing Local Authority will not be able to opt out.

1. **DATA SHARING**
   1. For the purposes of this agreement and in particular clauses 7 and 8 the following definitions shall have the following meanings as (See also the Data Protection Act 2018 definitions in Part 1 section 3):

**DPA** means the Data Protection Act 2018.

**Personal data** means any information relating to an identified or identifiable living individual (subject to subsection (14)(c) of the DPA).

**Data Controller** means the individual or organisation that decides the purpose of processing personal information, including what information will be processed and how it will be obtained. For the purposes of this Agreement the Subscribing Local Authority are each the Data Controller for their own data and the survey results they receive from London Councils.

**Data Processor** meansan individual (other than an employee of the data controller) or organisation that processes personal information whilst undertaking a business activity or contracted service on behalf of the Data Controller. For the purposes of this Agreement London Councils and REGIONAL EMPLOYER ORGANISATION are the Data Processor(s) who are processing personal data on behalf of the Subscribing Local Authority.

“Processing”, in relation to information, means an operation or set of operations which is performed on information, or on sets of information, such as:

(a) collection, recording, organisation, structuring or storage,

(b) adaptation or alteration,

(c) retrieval, consultation or use,

(d) disclosure by transmission, dissemination or otherwise making available,

(e) alignment or combination, or

(f) restriction, erasure or destruction,

(subject to subsection (14)(c) and sections 5(7), 29(2) and 82(3), which make provision about references to processing in the different Parts of the DPA).

* 1. All data shared by the Subscribing Local Authority under this agreement is confidential and, subject to clause 8 shall not be further disclosed to a third party without the express written consent of the Party which first submitted it to the Data Processor, or unless the disclosure is required by law.
  2. All data shared by the Subscribing Local Authority will be available to all Subscribing Local Authorities and Regional Employers Organisations who are administering the HR Metrics Service for their region. However, data is only available when a Subscribing Local Authority has submitted their own data for that question within a survey.
  3. REGIONAL EMPLOYER ORGANISATION will provide pay data to the LGA on behalf of the Subscribing Local Authorities where the request is made in writing and complies with relevant Data Protection Requirements and the data is available in the HR Metrics Service.

***Software Format Used and Physical Transfer Method***

* 1. The software used for the surveys is Microsoft Excel, Microsoft Outlook and any other email applications in use by any of the Subscribing Local Authority, as well as an online platform provided by the sub-contractor appointed by London Councils, which enables direct uploading of data and downloading of outputs. As part of the delivery of the Services the Subscribing Local Authority agree to ensure that they will upload their data directly to the online platform. The REGIONAL EMPLOYER ORGANISATION will use only encrypted email to send data to London Councils or survey results to the Subscribing Local Authority.

***Data Quality***

* 1. The Subscribing Local Authority shall ensure that the data they provide for the surveys is accurate, complete and current (or as at any date specified in the survey). If the Subscribing Local Authority finds inaccuracies in its own data, it should provide amended data to the Data Processor who will use it to update the survey results. If the Subscribing Local Authority notices inaccuracies in the survey results it should contact the Data Processor so that the inaccuracies can be corrected.

***Retention***

* 1. The Data Processor shall hold copies of all the sets of pay data provided by the Subscribing Local Authority and the results that it compiles from that data (referred to from here on as the “Master File”).
  2. The Data Processor will retain the Master File for a period of six years from the date that the HR Metrics Service first requests the data for that period’s survey. Once the six years have passed, the Data Processor will destroy the data securely (although some summaries/aggregated data may be retained that does not include any potentially personal data).
  3. Subscribing Local Authority will also destroy any copies of their own return or any copies of the results that they hold after the expiry of six years from the date that the Data Processor first requested that data.

***Monitoring***

* 1. A progress report on the Services is a standing item to the Heads of Human Resources (HR) Group (the “Group”) meetings (held eight times a year). That Group, acting collectively on behalf of all the Subscribing Local Authority nominates a Lead Head of HR for the Services who is consulted on any significant issues arising for the Services and is available as a point of contact for the Subscribing Local Authority if they have any items of concern about the surveys.
  2. The Data Processor also reports to its Governance Board (“GB”) which meets twice a year. The report includes informing the GB of any instances where an individual or a Subscribing Local Authority has raised any issues of concern about the Data Sharing arrangements covered by this agreement and how this was dealt with.
  3. Urgent concerns received about the data sharing are dealt with through normal management arrangements and referred to the Lead Head of HR.
  4. The Data Processor also conducts regular audits of its performance as part of which users are asked to give feedback on all aspects of the surveys, including the data sharing arrangements. The results of the audits are reported to the Group and the GB.

***Security, Incident Management and Resolution Process***

* 1. Subscribing Local Authority shall have systems and processes to ensure that their pay data provided in their returns to the Services pay surveys and the pay-benchmarking data provided to them by the Data Processor are held securely.
  2. Incidents involving the breach of security, inappropriate disclosure or loss of data should be reported to the Subscribing Local Authority. They will be responsible for determining what action needs to be taken and notify the data processors accordingly.
  3. The Data Processor will record all such incidents and report them to the Subscribing local authority as the data controller.

**Awareness Training**

* 1. All Parties to this agreement will ensure that all staff providing data and/or using results’ data are aware of the need to comply with the provisions of this agreement and that they have received appropriate training in handling data.

**Data Subject Access Requests (Section 45 of the DPA)**

* 1. The Data Processor shall promptly inform the Data Controller in writing of the following, providing all known facts, circumstances and other information, as well as all assistance and co-operation to investigate or deal with:
     1. any request by an individual pursuant to section 45 of the DPA regarding their personal data being held by any Party to this agreement: a “Subject Access Request”;
     2. any Subject Access Request to have Relevant Personal Data rectified, erased or any request or notice exercising any Data Subject’s “right to be forgotten”.

1. **DATA PROCESSING**
   1. The Data Processor shall process data only as instructed by the Data Controller. That is to collect, store, process/aggregate the data and produce results reports to be made available to Subscribing Local Authority for the purposes of comparing and assessing their performance across a range of HR measures and benchmarking pay and pay-rates. This instruction can be varied by the Subscribing Local Authority in writing to REGIONAL EMPLOYER ORGANISATION..
   2. Each Subscribing Local Authority as the Data Controller for its own data remains legally responsible for the personal data even when it is processed by the Data Processor. Each Subscribing Local Authority must take steps to ensure the personal data remains protected, the liabilities and risks are appropriately managed, data is processed lawfully, and the agreement is legally enforceable.

***Data Controller Responsibilities***

* 1. The Data Controller is responsible for ensuring its data is processed fairly and lawfully and in accordance with the seven data protection principles of the DPA: Lawfulness, fairness and transparency; Purpose limitation; Data minimisation; Accuracy; Storage limitation; Integrity and confidentiality (security); Accountability.
  2. The Data Controller shall not instruct the Data Processor to process personal data on his behalf under this agreement where the Data Controller himself does not have a secure basis in law to process that data.
  3. The Data Controller is entitled during the term of this contract, to require the Data Processor, to provide reasonable assurance that the technical and organisational security measures adequately protect the personal data it is contracted to process. This includes the Data Controller’s entitlement to audit the Data Processor’s premises, systems, procedures, documents and staff as may be desirable or necessary to ensure compliance with this agreement, the Services and/or with the law.

***Data Processor Responsibilities***

* 1. The Data Processor shall at all times process personal data only as instructed to do so by the Data Controller and in accordance with the DPA principles.
  2. The Data Processor shall have in place appropriate technical and organisational security measures that protect the personal data it is contracted to process on behalf of the Data Controller from unauthorised or unlawful processing, accidental loss, destruction or damage. In undertaking the foregoing, the Data Processor shall comply fully with the requirements of Section 66 of the DPA.
  3. The Data Processor agrees to maintain good information governance standards and practices consistent with industry standards and the Information Commissioner’s guidance.
  4. The Data Processor shall make available to the Data Controller and the Information Commissioner (or other supervisory authority) all information necessary to verify compliance with the DPA and the obligations laid down in Section 59 of the DPA.
  5. Subject to clause 8, the Data Processor shall not share the personal data with any third party without the prior written permission of the Data Controller or process personal data in any way or for any purpose that has not been instructed and authorised by the Data Controller.
  6. The Data Processor shall not transfer or permit the transfer of the personal data on to any territory outside the European Economic Area.

***Data Security Requirements***

* 1. The Data Processor shall:
     1. Have regard to the state of technological development and to the cost of implementing any measures, provide a level of security (including appropriate technical and organisational measures) appropriate to the harm that might result from unauthorised or unlawful processing of personal data or the accidental loss, damage or destruction of personal data and the nature of that personal data; and
     2. Ensure that access to the personal data is limited to those employees who need access to meet the Data Processor’s obligations pursuant to the obligations in this agreement; and
     3. Take reasonable steps to ensure the reliability of their personnel who have access to the personal data, which shall include ensuring that all staff engaged by the Data Processor understand the confidential nature of the personal data; and
     4. Have received appropriate training in data protection prior to their use of the data; and
     5. Have signed a written undertaking that they understand and will act in accordance with their responsibilities for confidentiality under contract.
  2. The Data Processor shall ensure:
     1. That is has properly configured access rights for its staff, including a well-defined starters and leavers process to ensure appropriate access control.
     2. That suitable and effective authentication processes are established and used to protect personal data.
     3. That the personal data is backed up on a regular basis and that any back up data is subject to vigorous security measures as necessary to protect the availability, integrity and confidentiality of the data.
     4. That robust and tested business continuity measures are in place to protect the confidentiality, integrity and availability of the personal data.
     5. Data transferred electronically is encrypted in accordance with national standards.
     6. Employees who access the data remotely e.g. from home or via their own electronic device or internet portal other than through a secure electronic network shall only store and utilise the data from the organisation’s secure one drive, sharepoint or other such data storage services and in accordance with organisational remote working policy. No data shall be stored on personal devices. .
     7. Data that requires disposal is disposed of securely and confidentially in accordance with the secure destruction requirements specified in clause 9.15.

***Serious information breach incident, incident reporting and duty of candour.***

* 1. The Data Processor shall have procedures in place to monitor access and to identify unauthorised and unlawful access and use of personal data. The Data Processor shall immediately report any information security incident related to the personal data subject to this agreement to the Data Controller and undertakes to also fully cooperate with the Data Controller’s incident investigation requirements.

***Secure Destruction***

* 1. The Data Processor shall ensure that personal data held in paper form is destroyed using a cross cut shredder or subcontracted to a confidential waste company that complies with industry standards for confidential office waste destruction.
  2. The Data Processor shall ensure that electronic storage media used to hold or process the data is destroyed or overwritten to current industry standards. In the event of any bad or unusable sectors that cannot be overwritten, the Data Processor shall ensure complete and irretrievable destruction of the media itself.
  3. The Data Processor shall provide the Data Controller with copies of all relevant overwriting verification reports and/or certificates of secure destruction of personal data at the expiry or termination of this agreement.

1. **SUB-CONTRACTING** 
   1. London Councils may sub-contract the provision of part of the Service to a sub-contractor. In the event that London Councils enters into any sub-contract in connection with this agreement, London Councils shall remain responsible to the Subscribing Local Authority for the performance of its obligations under this agreement. London Councils shall impose obligations on its sub-contractor in the same terms as those imposed upon London Councils pursuant to this agreement and shall procure that the sub-contractor complies with such terms.
   2. Any sub-contractor engaged by London Councils to process the Data Controller’s personal data shall be contracted on terms which are substantially the same as those set out in this agreement including receiving all the necessary assurances and guarantees of the sub-contractor’s adequate organisational and technical security measures.
2. **NOTICE AND TERMINATION** 
   1. The Parties may terminate this agreement by serving 12 months written notice to the other, provided that notice is given by 2nd April to take effect from 1st April of the following year.
   2. The Data Controller may terminate this agreement with immediate effect by written notice to the Data Processor on or at any time after the occurrence of an event that gives rise to an information security incident or otherwise poses a risk of non-compliance with the data protection principles.
   3. Any notice or other communication given to a Party under or in connection with this agreement shall be in writing addressed to the receiving Party at the address that it has notified under this agreement, and the notice shall be delivered by hand, or sent by pre-paid first-class post, or other next working day delivery service, or email. A notice shall be deemed to have been received: if delivered by hand, when on signature of a delivery receipt; if delivered by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting or at the time recorded by the delivery service; if sent by email, at the time of transmission.
3. **COMPLAINTS**

The Subscribing Local Authority shall notify complaints concerning the provision of the Services to REGIONAL EMPLOYER ORGANISATION Principal Contact Officer who will respond within seven (7) working days of receipt of the complaint giving a full explanation of any actions taken or planned to resolve the complaint.

In the event that a complaint cannot be resolved by the Principal Contact Officer the matter may be referred to London Councils or the Governing Body.

1. **VARIATION**

This agreement may be amended by written agreement of the Parties. No variation of this agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

1. **THIRD PARTY RIGHTS**

No one other than a Party to this agreement shall have any right to enforce any of its terms.

1. **GOVERNING LAW AND LEGISLATION** 
   1. This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the agreement shall be governed by and construed in accordance with the laws of England.
   2. The Parties shall comply with all applicable legislation including but not limited to the Health and Safety at Work etc Act 1974, the Data Protection Act 2018, the Freedom of Information Act 2000 (FOIA 2000) the Equality Act 2010 and the Bribery Act 2010.
2. **CONFIDENTIALITY** 
   1. All information submitted by the Subscribing Local Authority for the purposes of preparing surveys and reports is confidential (“Confidential Information”).
   2. The Parties hereby certify that the personal data being received through the HR Metrics Service will only be utilised in accordance with the specific purposes of this agreement and will not be disclosed to unauthorised persons.
   3. London Councils and REGIONAL EMPLOYER ORGANISATION shall be permitted to disclose Confidential Information to the procured sub-contractor for the purposes of carrying out the Services in accordance with clause 16.1.
   4. Clause 16.1 shall not apply to the disclosure of Confidential Information where the Party which submitted the information has given its prior written consent to its disclosure; or otherwise where disclosure is required by law, provided that clause 15.4 shall apply to any disclosures required under the Freedom of Information Act 2000 (‘FOIA 2000’).
3. **FREEDOM OF INFORMATION** 
   1. London Councils and the Subscribing Local Authority acknowledge that they are each subject to the requirements of the FOIA 2000 and that they each may be required to disclose information without consulting or obtaining consent from the Party which supplied the information, although each Party agrees to take reasonable steps to notify the other Parties of a request under the FOIA by bringing the request to the attention of London Councils, which shall be responsible for liaising and consulting with the Subscribing Local Authority/s which originally submitted the information to seek their views on disclosure.
   2. REGIONAL EMPLOYER ORGANISATION is not considered to be a Public Authority for the purposes of FOIA at the time of signing this agreement.
   3. In the event that an information access request relating to the Service is received, the Parties agree to consult with each other on how best to ensure the FOI is responded to (in line with the Code of Practice as implemented by section 45 of the FOIA) accepting that the data disclosed by the Subscribing Local Authority to inform the preparation of reports and surveys is premised on the basis that it is provided by the originating Party in confidence and that that information should remain confidential.
4. **INTELLECTUAL PROPERTY RIGHTS** 
   1. London Councils and REGIONAL EMPLOYER ORGANISATION acknowledges that any intellectual property rights in any material or data passed to it from the Subscribing Local Authority shall remain the property of the Subscribing Local Authority from which it originated.
   2. The Subscribing Local Authority hereby grant to London Councils and REGIONAL EMPLOYER ORGANISATION a perpetual non-exclusive royalty-free licence to use any such material or data to enable London Councils to provide the Services under this agreement (including but not limited to data, working papers and the contents of any report).
5. **INSURANCE AND LIABILITY** 
   1. Nothing in these terms and conditions excludes liability for death or personal injury caused by London Councils’ or REGIONAL EMPLOYER ORGANISATION’s negligence, or for any other matter which it would be illegal to exclude or attempt to exclude its liability.
   2. Subject to the above, each Party bears their own liability for negligence or breach of statutory duty, misrepresentation, restitution or otherwise, arising in connection with the performance of this agreement.
6. **DISPUTES**

In the event of a dispute between the Parties in relation to the Services, the Parties shall, in the first instance endeavour to resolve it themselves. In the event of failure to reach agreement, the matter shall be referred to any mediation or conciliation procedure proposed by London Councils’ Principal Contact Officer.

This agreement shall be executed in counterpart, each part when executed shall constitute a duplicate original, but all counterparts shall together constitute the one agreement.

**Please sign and complete this SLA and return by scanned copy to XXXXXXX by (insert date).**

Signature: Name:

Job Title: Local Authority:

**Signed for and on behalf of Regional employer organisation LGA**:

Signed…………………………………………...........................................

Full name…………………..........................Position.………………………………………………..

**Signed for and on behalf of London Councils**:

Signed…………………………………………...........................................

Full name…**Cheryl Graham** ... Position **HR Director & London Regional Employers’ Secretary**

# Schedule 1

**LIST OF FEES DETERMINED BY REGIONAL EMPLOYER ORGANISATION**

|  |  |  |
| --- | --- | --- |
| Local Authority type | Total annual Fee per local authority type | Listing of Surveys Provided |
| County Councils /  Metropolitan boroughs (Cities) |  | * Chief Officers' Pay & Benefits * Pay & Benefits (excluding Social Care) * Pay & Benefits (Social Care) * Human Capital Metrics * HR Outputs * HR Resources * Terms & Conditions * Trade Union Membership & Facility Time * Agency Children’s Social Workers (CSW) pay & numbers data * Analysis of DfE CSW workforce data * Gender Pay Gap reporting * Agency Adults Social Workers (ASW) pay & numbers data |
|  |  |  |
| Unitaries |  | * Chief Officers' Pay & Benefits * Pay & Benefits (excluding Social Care) * Pay & Benefits (Social Care) * Human Capital Metrics * HR Outputs * HR Resources * Terms & Conditions * Trade Union Membership & Facility Time * Agency Children’s Social Workers (CSW) pay & numbers data * Analysis of DfE CSW workforce data * Gender Pay Gap reporting * Agency Adults Social Workers (ASW) pay & numbers data |
| Districts/Boroughs |  | * Chief Officers Pay & Benefits Survey * Pay & Benefits (excluding Social Care) * Human Capital Metrics * Gender Pay Gap benchmarking |