

## **Peer Support Terms and Conditions**

### **1 Definitions and Interpretation**

1.1 Any reference to “you” or “your”, means you as the Officer Peer or Member Peer, any reference to “we”, “us”, “our” means the Local Government Association (“LGA”) and or the Improvement and Development Agency for Local Government (“IDeA”).

1.2 In these Conditions the following words have the following meanings:

“**Assignment**” means a peer project or support you have agreed to undertake, or are considering undertaking, such as a peer challenge, mentoring, training or development workshop;

“**Charges**” means the charges for providing the Services stated in the Contract;

“**Client**” means IDeA’s client set out in the Contract and/or Purchase Order;

“**Confidential Information**” means without limitation secret or confidential commercial, financial, marketing, technical or other information (including, without limitation) know-how, trade secrets, council lists, price lists, the Contract, and other information in any form or medium whether disclosed orally or in writing together with any reproductions of such information in any form or medium or any part(s) of this information (and “**confidential**” means that the information, either in its entirety or in the precise configuration, is not publicly available);

“**Contract**” means any contract between LGA/IDeA and the Member/Officer Peer for the provision of the Services, incorporating the Purchase Order and these Terms and Conditions and Contract Schedule thereto;

“**Contract Schedule**” means the schedule and/or information issued by LGA/IDeA confirming the scope of your assignment, timescales for assignment, your fees (if any) and the project code, etc which may take the form of an email or guidance note from the LGA project/assignment manager;

“**Intellectual Property Rights**” means all intellectual property rights including (without limitation) any patent, copyright, rights in software, database right, moral right, design right, registered design, trade mark, service mark, domain name, know-how, utility model, unregistered design or where relevant any application for the same or any other such right or other industrial or intellectual property right subsisting in any part of the

world) created by the Member/Officer Peer in the course of the performance of the assignment and provision of the peer support services;

**“Local Government Association”** is an unincorporated association membership organisation working with Improvement and Development Agency for Local Government;

**“Member Peer”** means a currently serving local authority councillor who has a high level of experience operating at a senior political level such as: leader; deputy leader; group leader; deputy group leader; cabinet member; chair of overview and scrutiny; and /or chair of regulatory committee who is on our Peer Database;

**“Officer Peer”** means a person who is employed by a local authority, public bodies, Government Departments, Crown, voluntary and private sector organisation who has volunteered to contribute to an improvement project with the approval of their employer. They are not an elected member working in local government in a political capacity, nor are they freelance consultant;

**“Partner Organisations”** means other improvement agencies and organisations that we regularly work with to provide peer support, for example the National Policing Improvement Agency, NHS Institute for Innovation and Improvement and the Welsh LGA;

**“Peer Database”** means the list of officers and elected members we will draw from when we put together teams and individuals to deliver peer assignments (e.g. peer challenge, mentoring, training and development);

**“Public Interest Disclosure Policy and Procedure”** means the policy and procedure which IDeA requires Member Peers and Officer Peers to follow, the current version of which can be provided on request;

**“Purchase Order”** means the information issued by LGA/IDeA confirming the number of days, duration and timescale of the assignment, fees payable (if any) and the project code;

**“Services”** is the activity and support to be provided by the Member Peer and Officer Peer as set out in the Contract, Contract Schedule, Purchase Order and/or guidance note or manual issued by the LGA Assignment manager;

**“Timetable”** means the Timetable for the carrying out of the Services, as set out in the Contract, Contract Schedule, Purchase Order and/or briefing from the LGA Assignment manager.

- 1.3 References to any statute or statutory provision shall include (i) any subordinate legislation made under it, (ii) any provision which it has modified or re-enacted (whether with or without modification), and (iii) any provision which subsequently supersedes it or re-enacts it (whether with or without modification).

## **2 Inclusion on the Peer Database**

- 2.1 We have added you to our Peer Database as an accredited peer on the basis of the information provided in your CV, Expression of Interest Form and references and/or you have shown the core competencies during a Peer Eligibility and Assessment (PEA) Event, peer training or assessment event, previous peer work, or similar, and you have subsequently displayed the ability to provide peer support services in Peer review/challenge, Mentoring, training and development, and other peer support roles.
- 2.2 Subject to condition 3, your inclusion on our Peer Database may be amended based on previous performance and/or your appointment record over a given period.
- 2.3 We will contact you from time to time to discuss/review the accuracy of the details we hold on you.
- 2.4 You are required to inform us immediately of any changes to your personal details including any of the issues under condition 3.3 that could affect your inclusion on the Peer Database.

## **3 Removal from Peer Database**

- 3.1 We may remove you from our Peer Database if:
- (a) we discover that any of the information which you have provided is or becomes inaccurate; or
  - (b) you receive a criminal conviction; or
  - (c) we receive an unsatisfactory evaluation and feedback on your performance after a peer assignment and consider after an investigation that the feedback is accurate; or
  - (d) your circumstances change resulting in you no longer being a serving Officer/Councillor in Local Government; or
  - (e) it is assessed and/or considered that your skills and expertise are no longer in demand; or
  - (f) you are a Member Peer and have not been a local authority councillor for more than 12 months.
- 3.2 You must let us know if:
- (a) any of the information which you provided in the Expression of Interest Form or CV is or becomes inaccurate; or
  - (b) you receive a criminal conviction; or

- (c) there are any changes in your circumstances which might give us cause to reconsider your accreditation, including any referrals to the Standards Boards for England or Wales or equivalent.

#### **4 Relationship with the LGA/IDeA**

- 4.1 As Member/Officer Peer you are not an employee of the LGA/IDeA, neither will you be an employee of the LGA/IDeA if a Partner Organisation of the IDeA or LGA wishes to appoint you.
- 4.2 We do not guarantee that any or any amount of services shall be sought from a Member Peer or Officer Peer.
- 4.3 If a Partner Organisation of the IDeA wishes to appoint you, you will enter into a separate contract direct with that Partner Organisation with its own terms and conditions being applicable.
- 4.4 If we wish to appoint you to an Assignment, you will enter into a contract with the IDeA.
- 4.5 If you are an Officer Peer then you will continue to be employed by your existing employer. As an Officer Peer you will therefore continue to work under the terms and conditions of your existing contract of employment and will continue to be paid by your existing employer.
- 4.6 If appointed to an Assignment, Officer Peers will make arrangements or seek permission from their organisation/authority to be released for the period of the peer assignment. The agreement to undertake a Assignment by an Officer Peer will indicate to us that their employing organisation/authority has released them and will be covering their salary (including any tax and national insurance, pension costs etc) for the period indicated in the Contract.

#### **5 Provision of Peer Support Services**

- 5.1 Whilst the Member/Officer Peer's method of work is his/her own, the Member/Officer Peer undertakes, represents and warrants to IDeA that the Services shall be carried out with the highest level of skill, care and diligence and in a good and professional manner and strictly in accordance with the requirements and terms as stated in the Purchase Order, Contract and Contract Schedule; The IDeA also require that you:
  - (a) comply with all relevant legislation, regulations, codes of practice, guidance notes and other requirements of any relevant government or governmental body;
  - (b) comply with the IDeA/LGA Public Interest Disclosure Policy and Procedure;
  - (c) comply with any reasonable directions and restrictions issued by LGA/IDeA from time to time and the safety and security standards

and site procedures and codes of LGA/IDeA , Client and any customer of the LGA/IDeA;

- (d) comply with all aspects of any policies that may from time to time be published by LGA/IDeA in relation to its e-mail and internet;
- (e) supply the LGA/IDeA with such information and reports (including copies of such documents and other material) as reasonably required in relation to the provision of the Services.

5.2 Nothing in these Conditions:

- (a) requires you to devote your whole time and attention to the Services; or
- (b) implies that the relationship between the LGA/IDeA and the Member/Officer Peer is that of employer and employee.

## **6 Fees, Price and Payment**

6.1 Officer Peers will not be paid any fees, daily rate or similar sums for any Assignment undertaken, only necessary, proper, reasonable and approved expenses in accordance with condition 6.3.

6.2 Member Peers will normally be paid a daily fee, which will be specified at the time of agreeing to accept an Assignment. The IDeA reserve the right to change the amount of the fees structure from time to time. The fees will be paid in accordance with the Purchase Order, Contract and Contract Schedule issued for each Assignment.

6.3 The expenses which the IDeA will reimburse to you include all necessary, proper and reasonable travel and other expenses incurred by you subject to the production of receipts or other evidence verifying such expenditure and provided that all expenses incurred by you shall be approved by the IDeA.

6.4 Member and Officer Peers shall issue an invoice for their Services and expenses promptly following the completion of the peer support Assignment and state the project code indicated on the Purchase Order.

6.5 Unless otherwise agreed in writing the Charges indicated in the Purchase Order and/or Contract, Contract Schedule shall be exclusive of any value added tax (VAT) or other similar taxes.

6.6 Officer Peers (or their employer) and Member Peers shall be responsible for paying their national insurance contributions and income tax and any other taxes or payments as may be required from time to time.

## **7 Insurance**

7.1 Member/Officer Peers who are appointed for Assignments or Contracts of under 40 days in one financial year will be provided with Professional Liability Insurance Cover by the IDeA.

- 7.2 Member/Officer Peers who are offered a long-term Contract (for the purposes of this agreement long term is defined as over 40 days in one financial year) or series of Contracts which together exceed 40 days in one financial year may be required at their own cost to have all insurance required at law, public liability insurance for a minimum of £5 million (or as required from time to time by the IDeA) and a minimum of £1 million of professional indemnity insurance from a recognised insurance company. This requirement will be conveyed to Member/Officer Peers prior to the commencement of the particular Assignment.
- 7.3 The Member/Officer Peer shall on the written request of the IDeA allow the IDeA to inspect and/or provide the IDeA with full copies of the full policy document for each insurance policy and, on the renewal of each insurance policy, the Member Peer shall send a copy of the premium receipt to the IDeA if requested to do so in writing by the IDeA. Failure to do so will invalidate the Member/Officer Peer and they may automatically be removed from the Peer Database list.
- 7.4 The Member/Officer Peer shall not during the term of the Contract and for a period of 6 years thereafter act or refrain from acting in such a way as to entitle the underwriter(s) of the insurance policies referred to above to avoid or refute their liability to deal with any claim(s) which would otherwise be covered.

## **8 Indemnity and Liability**

- 8.1 The Member Peer and or Officer Peer irrevocably and unconditionally agree to indemnify the LGA/IDeA, and/or its employees, subcontractors and agents (who shall have no duty to mitigate their loss) in full and on demand and keep them so indemnified against all claims, demands, actions, proceedings and all direct and indirect damages, losses, costs and expenses (including legal and other professional advisers' fees, economic loss, loss of profit, future revenue, reputation, goodwill, anticipated savings) and any consequential loss made against or incurred or suffered by any of them and whether wholly or in part resulting directly or indirectly from the matters listed below whether or not such losses or the consequences of the matters listed below were foreseeable at the date of the entering into the Contract:
- (a) any claim, action or demand by a third party that the provision of the Services by the Member/Officer Peer or the use by IDeA of any materials generated or created or procured or used by the Member/Officer Peer in supplying the Services infringes the intellectual property rights of that third party;
  - (b) any claim, action or demand by the Member/Officer Peer that they are an employee of IDeA and/or any finding by a court that the Member/Officer Peer is an employee of IDeA.
- 8.2 Nothing in the Contract shall exclude or limit a party's liability for death or personal injury caused by his/her negligence or for fraudulent misrepresentation.

8.3 The LGA/IDeA shall not be liable to the Member/Officer Peer for any economic loss or loss of profit (direct or indirect), or any indirect, special or consequential loss or damage howsoever caused, or any liability arising to any third party.

## **9. Data Protection**

9.1 The Member/Officer Peer agrees that personal data (other than sensitive personal data) as defined in the Data Protection Act 1998, relating to the Member/Officer Peer processing of Assignments may to the extent that it is reasonably necessary in connection with such appointment or the business of the IDeA:

- (a) be collected and held (in hard copy and computer readable form) and processed by the IDeA; and
- (b) may be disclosed or transferred:
  - (i) to employees of the IDeA;
  - (ii) to Partner Organisations; or
  - (iii) as otherwise required or permitted by law.

9.2 The Member/Officer Peer agrees that the IDeA may process sensitive personal data relating to you, including details of gender, race and ethnic origin. Personal data relating to gender, race and ethnic origin will be processed by the IDeA for the purpose of monitoring the IDeA's equal opportunity policy with a view to enabling equal opportunity to be promoted and maintained.

## **10 Confidentiality**

10.1 Each party shall keep and procure to be kept secret and confidential all Confidential Information belonging to the other party disclosed or obtained as a result of the relationship of the parties under the Purchase Order/Contract Contract Schedule and shall not use nor disclose the same save for the purposes of the proper performance of the Contract or with the prior written consent of the other party.

10.2 The obligations of confidentiality in this condition 10 shall not extend to any matter which the Member/Officer Peer can show is in or has become part of the public domain other than as a result of a breach of the obligations of confidentiality under these conditions; or was in their written records prior to the date of the Contract; was independently disclosed to it by a third party; or is required to be disclosed under any applicable law, or by order of a court or governmental body or other competent authority.

## **11 Warranty**

11.1 If the Member/Officer Peer has failed to perform the Services (or any part of them) in accordance with the Contract, IDeA shall be entitled (without

prejudice to any other rights or remedies it may have):

- (a) at its option:
  - (iv) to require the Member/Officer Peer to remedy such breach by re-executing the relevant part of the Services free of charge; or
  - (v) to require the Member/Officer Peer to repay or credit to IDeA that part of the Charges paid by IDeA to the Member/Officer Peer relating to the provision of the relevant part of the Services (exclusive of any value added tax); and
- (b) suspend payment of the fees and Charges until such time as the Member/Officer Peer recommences the provision of the Services in accordance with this Agreement.

## **12 Intellectual Property**

- 12.1 All Intellectual Property Rights shall belong to LGA/IDeA and the Member/Officer Peer shall disclose full details of such Intellectual Property Rights to us their creation. In consideration of the Charges, the Member/Officer Peer hereby assigns to LGA/IDeA as legal and beneficial owner with full title guarantee all such Intellectual Property Rights whether existing now or created in the future, together with all rights of action, remedies, powers and benefits relating to such Intellectual Property Rights and the right to be registered as the proprietor of any applications for registered protection of such Intellectual Property Rights.
- 12.2 The Member/Officer Peer agrees at the request of IDeA to do all further acts and execute all documents that may be necessary under the law of any country to ensure a complete and effective assignment of the Intellectual Property Rights under condition 12.1.

## **13 Cancellation and Termination of the Assignment and Contract**

- 13.1 IDeA may cancel and or terminate an assignment and or contract at any time prior to the commencement of the Contract and or the Peer Assignment without any liability to the Member/Officer Peer for any compensation or payments.
- 13.2 Either party may terminate the Assignment and Contract by written notice of at least 28 days if:
  - (a) the other becomes or is reasonably likely to become insolvent;
  - (b) the other materially breaches the Contract ; or
  - (c) the other fails to remedy, where it is capable of remedy, or persists in any breach of any of its obligations under the Contract after having been required in writing to remedy or desist from such breach within 5 days.



- 13.3 IDeA may at any time terminate the Assignment and or Contract on 28 days or less written notice.
- 13.4 In case of termination of the Contract or Assignment under condition 13.1 and/or 13.2 IDeA will be liable for the Charges for the Services provided in accordance with the Contract and Contract Schedule up to the effective date of termination.
- 13.5 IDeA may terminate the Assignment and/or Contract immediately by written notice where the Member/Officer:
- (a) is guilty of fraud or dishonesty, whether in the course of the provision of the Services or otherwise and whether relating to the IDeA or otherwise;
  - (b) is guilty of conduct that could bring the IDeA into disrepute; or
  - (c) is convicted of a criminal offence.
- 13.6 On termination of the Assignment and/or Contract under condition 13.5, IDeA shall not be liable for the payment of any compensation payments, Charges, fees and/or reimbursement of expenses to the Member/Officer Peer.

#### **14 Subcontracting, Assignment and Third Party Rights**

- 14.1 The Member/Officer Peer shall not be entitled to assign, charge, subcontract or transfer the Contract or any part of it without the prior written consent of the LGA/IDeA.
- 14.2 LGA/IDeA may assign, charge, subcontract or transfer the Contract or any part of it to any person.
- 14.3 The Contracts (Rights of Third Parties) Act 1999 shall not apply to these conditions. A person who is not a party to the Contract (including any employee, officer, agent, representative or sub contractor of either party) shall not have the right (whether under the Contracts (Rights of Third Parties) Act or otherwise) to enforce any term of the Contract which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the parties.

#### **15 Political Restriction and Conflict of Interest**

- 15.1 If you are considering an Assignment or enter into an Assignment as a Member Peer or Officer Peer and you are also engaged in any political activity which may conflict with that Assignment you must declare this in writing to the IDeA. In addition, any direct and significant personal interest (whether financial or non-financial) that could reasonably be considered to conflict with the interests of the IDeA and or any Partner Organisations must also be declared.

**16 Feedback**

- 16.1 As part of the review process we will request that both you and the LGA Assignment manager provides feedback on your performance during the Assignment with either the IDeA or Partner Organisations.

**17 Variations**

- 17.1 Any variation to these Terms and Conditions and any representations about the Services shall have no effect unless expressly agreed in writing and signed by the parties.

**18 General**

- 18.1 This Contract, Contract Schedule and Purchase Order sets out the entire understanding between the parties in relation to the provision of Services and supersedes all agreements and representations made by you or the IDeA whether oral or in writing.

**19 Law and Jurisdiction**

- 19.1 This Contract shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the parties irrevocably submit.