
HOSTING AGREEMENT – SHARED SERVICES PARTNERSHIP COMMITTEE

DATED: JUNE 2012

CWM TAF LOCAL HEALTH BOARD

and

**BETSI CADWALADR UNIVERSITY LOCAL
HEALTH BOARD**

and

**POWYS TEACHING LOCAL HEALTH
BOARD**

and

**ABERTAWE BRO MORGANNWG
UNIVERSITY LOCAL HEALTH BOARD**

and

ANEURIN BEVAN LOCAL HEALTH BOARD

and

**CARDIFF AND VALE UNIVERSITY LOCAL
HEALTH BOARD**

and

HYWEL DDA LOCAL HEALTH BOARD

and

VELINDRE NHS TRUST

and

PUBLIC HEALTH WALES NHS TRUST

and

WELSH AMBULANCE SERVICES NHS TRUST

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This AGREEMENT is made the 1st day of June 2012

BETWEEN

- (1) **CWM TAF LOCAL HEALTH BOARD** of Ynysmeurig House, Navigation Park, Abercynon, Mid Glamorgan, CF45 4SN;
- (2) **BETSI CADWALADR UNIVERSITY LOCAL HEALTH BOARD** of Ysbyty Gwynedd, Penrhosgarnedd, Bangor, Gwynedd, LL57 2PW;
- (3) **POWYS TEACHING LOCAL HEALTH BOARD** of Mansion House, Bronllys, Brecon, Powys, LD3 0LS;
- (4) **ABERTAWE BRO MORGANNWG UNIVERSITY LOCAL HEALTH BOARD** of One Talbot Gateway, Baglan Energy Park, Baglan, Port Talbot, SA12 7BR;
- (5) **ANEURIN BEVAN LOCAL HEALTH BOARD** of Mamhilad House, Block A, Mamhilad Park Estate, Pontypool, Torfaen, NP4 0YP;
- (6) **CARDIFF AND VALE UNIVERSITY LOCAL HEALTH BOARD** of Whitchurch Hospital, Park Road, Whitchurch, Cardiff, CF14 7XB;
- (7) **HYWEL DDA LOCAL HEALTH BOARD** of Merlin's Court, Winch Lane, Haverfordwest, Pembrokeshire, SA61 1SB;
- (8) **VELINDRE NHS TRUST** of Unit 2 Charnwood Court, Parc Nantgarw, Nantgarw, Cardiff, CF15 7QZ;
- (9) **PUBLIC HEALTH WALES NHS TRUST** of 14 Cathedral Road, Cardiff, CF11 9LJ; and
- (10) **WELSH AMBULANCE SERVICES NHS TRUST** of H.M.Stanley Hospital, St Asaph, Denbighshire, LL17 0RS.

Collectively operating as the **"NHS Wales Shared Services Partnership"**

WHEREAS:

- (A) The NHS in Wales and the Welsh Government have developed and implemented a new model for the management of Shared Services that are used by all NHS Bodies in Wales. Shared Services are professional, administrative and technical services provided to the health service in Wales. Most of these Shared Services were originally hosted by individual Local Health Boards and NHS Trusts, with the intention that all NHS Wales organisations can work together collaboratively and make use of their expertise. A full list of initial services is attached at Schedule 1.
- (B) From the 1st June 2012 the function of managing and providing shared services to the health service in Wales has been included within the **Velindre National Health Service Trust (Establishment) (Amendment) Order 2012**. All contracts of employment of shared services staff have transferred to Velindre from 1 June 2012. In addition, from 1 June 2012 funding for shared services functions have been provided to Velindre and any property used in the provision of shared services has either been transferred to Velindre or made available as appropriate.

- (C) A SSPC has been established under Velindre NHS Trust which will be responsible for exercising Velindre's shared services functions including the management and provision of Shared Services to the NHS in Wales. The **Velindre National Health Service Trust Shared Services Committee (Wales) Regulations 2012** provide that the committee be comprised of the chief officers of each Local Health Board and NHS Trusts in Wales (or their nominated representative), the Director of Shared Services together with a Chair who is to be appointed by the Committee in accordance with the SSPC Standing Orders. This is to ensure that the views of all NHS organisations are taken into account when making decisions in respect of shared services activities. The first chair of the SSPC will be appointed by Velindre NHS Trust for a period of six months.
- (D) The new arrangements have necessitated putting into place a Memorandum of Co-operation between all Local Health Boards and NHS Trusts in Wales setting out the obligations of the NHS bodies to participate in the SSPC and to take collective responsibility for the delivery of those services. It is considered important to ensure that responsibility for the exercise of the shared services functions does not rest with the Board of Velindre NHS Trust but is a shared responsibility of all NHS bodies in Wales in order to ensure that, notwithstanding the fact that Velindre NHS Trust is providing the legal framework for the exercise of the shared services functions, responsibility for setting the policy for, and delivery of shared services to the health service in Wales remains a collective responsibility of the NHS in Wales.
- (E) The NHS Wales Shared Services Partnership Senior Management Team is responsible for the delivery of Shared Services. The Senior Management Team is led by the Director of Shared Services, who is an officer of Velindre NHS Trust. The Director of Shared Services holds Accountable Officer status, and shall assume overall accountability in relation to the management of Shared Services.
- (F) Local Health Boards and NHS Trusts in Wales have collaborated over the operational arrangements for the provision of the Shared Services and have agreed the terms of a Memorandum of Co-operation to ensure that the arrangements are introduced and operate effectively by collective decision making in accordance with the policy and strategy set out above.
- (G) This Hosting Agreement provides for the terms on which Velindre will host the Shared Services, and make provision for the autonomy of the shared service function, whilst respecting the need for Velindre to be protected from any undue risks.

1 DEFINITIONS AND INTERPRETATION

1.1 In this agreement, save where the context requires otherwise, the following words, terms and expressions shall have the meanings given to them below:

- ‘the Act’ the National Health Service (Wales) Act 2006
- ‘Accountable Officer’ means an officer appointed as such by the Accounting Officer (AO) for NHS Wales. The essence of the role of Accountable Officer is the designation of personal responsibility for the propriety and regularity of the public finances for which the AO is answerable.
- ‘Authorised Officer’ means, in the context of the Shared Services Partnership, the Director of Shared Services or a nominated deputy.
- ‘Delegated Functions’ means those functions which are the responsibility of the SSPC pursuant to paragraph 4.1 of the Memorandum of Co-Operation, and the Shared Services Standing Orders
- ‘Director of Shared Services’ means the Director of NHS Wales Shared Services Partnership.
- ‘Partners’ means the parties to this agreement
- ‘Health Bodies’ means LHBs and NHS Trusts in Wales
- ‘LHB’ means Local Health Board
- ‘Senior Management Team’ means the senior management team which shall work for the Director of Shared Services in relation to the day to day management of the Shared Services
- ‘Memorandum of Co-Operation’ means the agreement dated 1 June 2012 between the statutory Health Bodies in NHS Wales
- ‘NHS Wales’ means the comprehensive health service for Wales established by the NHS (Wales) Act 2006
- ‘NHS Wales Shared Services Partnership (NWSSP)’ means the operational name given to the Shared Services organisation created pursuant to the Memorandum of Co-operation and the associated agreements
- ‘the Regulations’ means Velindre National Health Service Trust Shared Services Committee (Wales) Regulations 2012
- ‘Shared Services’ the shared services which are provided to any one or more of the Health Bodies, which are specified in Schedule 1 of the Memorandum of Co-Operation Agreement as agreed from time to time.
- ‘SSPC (SSPC)’ means the Velindre NHS Trust Shared Services Committee established in accordance with the Directions and Regulations

'Shared Services Standing Orders'	means the Standing Orders adopted by Velindre to govern the activities of the activities of the SSPC pursuant to the Committee Regulations
'Support SLA'	means the Service Level Agreement between Velindre and the SSPC setting out the support services and service levels required as agreed from time to time
'Trust'	National Health Service Trust
'Velindre'	means the Velindre National Health Service Trust
'WG'	means the Welsh Government as announced by the First Minister of Wales on 12 May 2011

- 1.2 In this agreement, all references to any statute or statutory provision shall be deemed to include references to any statute or statutory provision which amends, extends, consolidates or replaces the same and shall include any orders, regulations, codes of practice, instruments or other subordinate legislation made thereunder and any conditions attaching thereto. Moreover, where relevant, references to English and Welsh statutes and statutory provisions shall be construed as references also to equivalent statutes, statutory provisions and rules of law in other jurisdictions.
- 1.3 Any headings to clauses, together with the front cover and the index are for convenience only and shall not affect the interpretation of this agreement. Unless the contrary is stated, references to clauses and schedules shall mean the clauses and schedules of this agreement.
- 1.4 In the event of a conflict, the conditions set out in this agreement shall take priority over the schedules.
- 1.5 Where a term of this agreement provides for a list of items following the word "including" or "includes", then such list is not to be interpreted as being an exhaustive list.
- 1.6 In this agreement where the context so admits, words importing any particular gender include all other genders, and the term "person" includes any individual, partnership, firm, trust, body corporate, government, governmental body, trust, agency, unincorporated body of persons or association and a reference to a person includes a reference to that person's successors and permitted assigns.
- 1.7 In this agreement where the context so permits, words importing the singular only shall include the plural and vice versa.
- 1.8 In this agreement, subject to the definition of staff in clause 2.1 "staff" and "employees" shall have the same meaning and shall include reference to any full or part time employee or officer, director, manager and agent.

- 1.9 Subject to the contrary being stated expressly or implied from the context in these terms and conditions, all communication between the Partners shall be in writing which for the avoidance of doubt, shall include e-mail.
- 1.10 Except where an express provision of this agreement states the contrary, each and every obligation of a party under this agreement is to be performed at that party's cost.
- 1.11 All references to the agreement include (subject to all relevant consents and approvals) a reference to the agreement as amended, supplemented, substituted, novated or assigned from time to time.

2 ROLE OF VELINDRE NHS TRUST

The responsibilities of Velindre are:

- 2.1 to appoint and employ such officers as may be required to support the provision of the Shared Services and provide where appropriate any necessary corporate services as may be required as set out in the Support SLA;
- 2.2 to provide advice to the SSPC on Velindre policies, Standing Financial Instructions, Procurement Rules and other procedures where appropriate;
- 2.3 to be the legal entity which enters into agreed collaborative procurement arrangements to include, but not restricted to, quotations, tenders, procurement contracts and frameworks, service level agreements and terms of engagement commissioned by the SSPC;
- 2.4 to have in place such appropriate governance arrangements and Schemes of Delegation as may be necessary and required on the part of Velindre Trust to enable the SSPC's role to be carried out;
- 2.5 to hold the management budget for the SSPC and make payments and receive income as necessary;
- 2.6 to be authorised to appoint lawyers and other professional advisors and to agree the terms and conditions of their engagement and give them instructions from time to time on behalf of the SSPC .
- 2.7 Velindre will not be responsible or accountable for the planning, funding and operational management or delivery of the Shared Services save as partner under the Memorandum of Co-operation;
- 2.8 In fulfilling its obligations and responsibilities under this Hosting Agreement, Velindre shall not be required to do or not do and shall not do or omit to do anything which does not comply with Velindre's statutory powers and duties, Standing Orders and Standing Financial Instructions, corporate governance requirements generally, procurement requirements or any legal obligations not covered by the foregoing.
- 2.9 Velindre will, at the request of the SSPC, enter into any leases required by the SSPC for office or administration space. The costs or expenses reasonably

incurred under such leases (whether before or after termination) shall be a charge to the Shared Services budget.

- 2.10 Velindre will co-operate with the SSPC to agree appropriate arrangements for information governance including Caldicott Guardian arrangements, pending which agreement the pre-existing arrangements within the Shared Services will continue, and the SSPC shall ensure that all relevant legal obligations are complied with.
- 2.11 Velindre shall employ or engage suitable staff to enable it to provide the support services agreed with the SSPC from time to time in the Support SLA.

3 EMPLOYMENT OF STAFF

- 3.1 Officers who are appointed to work with the SSPC from the 1 June 2012 will be employed by Velindre.
- 3.2 The Officers working with the SSPC will therefore be employees of Velindre Trust. Save where separate policies have been agreed for Shared Services, they will be required to abide by Velindre's Policies, Procedures and Guidance and will be entitled to be treated as any other employee of Velindre Trust and have the benefit of all applicable policies and procedures.
- 3.3 The Officers will be accountable for their performance to the SSPC, through the Director of Shared Services.

4 PROCEDURES FOR TENDERS & PROCUREMENT

- 4.1 Velindre will provide the legal framework and a number of support services to the SSPC as described within the Support SLA.
- 4.2 Where appropriate, agreed procurement arrangements via quotations, tenders, procurement contracts, service level agreements and terms of engagement will be entered into and signed in the name of Velindre on behalf of the SSPC in accordance with Velindre's procurement policy, Scheme of Delegation and Standing Financial Instructions.
- 4.3 Velindre shall not execute or, through performance create, any third party contract in respect of the SSPC unless authorised to do so by the Director of Shared Services or otherwise in accordance with the SSPC Scheme of Delegation.
- 4.4 Any payments necessary to meet the requirements of all third party contracts entered into by Velindre Trust in pursuance of paragraph 4.3 shall be made from the SSPC budget.
- 4.5 The Director of Shared Services shall notify Velindre of all third party contracts that the Director of Shared Services and/or the SSPC intend to enter into over such amount as shall be specified in the SSPC Scheme of Delegation,

5 GOVERNANCE ARRANGEMENTS

- 5.1 The SSPC will be subject to Velindre's Committee arrangements to assist it in discharging its governance responsibilities.
- 5.2 Where the SSPC utilises Velindre's Committee arrangements such as the Audit Committee, Velindre will ensure that the appropriate responsibilities are afforded to the SSPC and the agenda is constructed to ensure relevant issues are to be properly managed to allow the SSPC to satisfy itself from a risk management and controls assurance perspective.
- 5.3 The SSPC will adopt the risk assessing mechanisms of the host subject to appropriate adaptation to take into account the specific functions of Shared Services.
- 5.4 The Director of Shared Services will provide reports from the SSPC to the Velindre Board to enable the Velindre Board to assure itself that appropriate control measures are in place in accordance with the requirements of the Annual Governance Statement.

6 USE OF POLICIES AND PROCEDURES

- 6.1 The SSPC will use Velindre's Standing Orders and Standing Financial Instructions and all other material policies save to the extent that it is expressly agreed that the SSPC will develop its own or a varied policy in any specific area. The Director of Shared Services and other designated officers of the SSPC will be included on the Velindre Scheme of Delegation.
- 6.2 Velindre will give reasonable consideration to all requests by the Shared Services Senior Management Team for amendment to the SSPC's element of the Standing Orders and Standing Financial Instructions and its policies and procedures in connection with the operation of the SSPC. The Chair of the SSPC through the Director of Shared Services shall seek approval from the Velindre Board on all amendments to the SSPC Standing Orders and Standing Financial Instructions agreed by the SSPC.
- 6.3 Velindre will ensure that the SSPC have access to all of their policies and procedures and that any amendments to them are made known to the management board's authorised officer and other designated SSPC staff as soon as they are agreed.

7 RISK MANAGEMENT AND RISK SHARING

- 7.1 The Chief Executive of Velindre is not responsible for the outturn of NHS Wales Shared Services Partnership but this is the responsibility of the SSPC. Any variations to the financial/business plan must be managed by the Director of Shared Services and the SSPC in accordance with the approved risk sharing framework set out below. Each Health Body will be responsible for its share under this risk sharing framework.
- 7.2 Velindre and the SSPC will agree the role to be played by Velindre's Risk and assurance Framework in respect of the activities of the Shared Services Partnership

- 7.3 In the event that there is a predicted overspend or underspend against the budget in any Year, the Director of Shared Services shall notify the SSPC, and the SSPC shall consider :-
- 7.3.1 in the case of an underspend whether there are any alternative uses to which the funds can be put consistent with the overall objectives of the NWSSP; or
- 7.3.2 in the case of an overspend what steps can be taken to prevent the overspend arising
- 7.4 Where an underspend arises in any year, the SSPC shall consider and where appropriate in consultation with the Welsh Ministers, determine the proportions in which the underspend shall be returned to the NHS Bodies in Wales, or whether it should be returned to the Welsh Ministers.
- 7.5 Where an overspend arises in any year, the SSPC shall consider and where appropriate in consultation with the Welsh Ministers, determine the proportions in which the responsibility for funding the overspend (save to the extent that it is agreed to be met by the Welsh Ministers) shall be divided between the Partners.
- 7.6 In the event that any Partner wishes to challenge the decision of the SSPC in relation to a decision made under paragraph 7.4 or 7.5 above, it shall notify the SSPC and Velindre within 14 days of the determination, and shall refer the matter to the dispute resolution procedure.
- 7.7 The Partners shall within 14 days, pay any share so determined to Velindre notwithstanding any reference to dispute resolution pursuant to clause 13.5. If the outcome of the dispute resolution process requires any adjustment between any Party, the Party required to pay shall do so within 14 days of the determination under the dispute resolution process.
- 7.8 In reaching any decision under paragraphs 7.4 or 7.5 the SSPC shall have regard to the following:-
- 7.8.1 how the underspend or overspend arose and the extent to which the actions of any party may have caused or contributed to it
- 7.8.2 the extent to which any party uses the service or services in which the overspend or underspend arose.
- 7.8.3 the extent if any to which the overspend or underspend arose as a result of breach of the Memorandum of Co-Operation
- 7.8.4 the overall budget of each partner
- 7.8.5 the extent to which each partner is a user of the services of NWSSP as a whole.

8 LIABILITY AND INDEMNITY

- 8.1 As regards liabilities to third parties, Velindre shall as the responsible legal entity, meet any liability, losses, costs, expenses, claims or proceedings incurred by the SSPC, its officers, employees, and/or agents but shall be entitled to charge such liability etc to the Shared Services Budget.

- 8.2 The Partners, (including Velindre) shall be liable in accordance with the Risk sharing arrangements set out above for any liability, losses, costs, expenses, claims or proceedings incurred by the Velindre, its officers, employees, and/or agents in excess of what is provided for in the shared services budget.
- 8.3 To the extent that any loss or liability rises as between Velindre and the SSPC arising out of this Agreement, then if not agreed between the SSPC and Velindre, the matter shall be referred to the Welsh Ministers.
- 8.4 Nothing in this clause 8 shall operate so as to restrict or exclude the liability of any party in relation to death or personal injury caused by the negligence of that party or its servants, agents or employees or to restrict or exclude any other liability of either party which cannot be so restricted or excluded in law.
- 8.5 Each party shall at all time take reasonable steps to minimise and mitigate any loss for which the relevant party is entitled to bring a claim against any other pursuant to this agreement.

9 BUDGET / FUNDING AND FINANCIAL STATEMENTS

- 9.1 The SSPC will meet Velindre's overhead costs reasonably incurred in the support of the SSPC as may be agreed by the Director of Shared Services on behalf of the SSPC in the Support SLA or otherwise.
- 9.2 The funding allocated by the Welsh Ministers to the SSPC shall be accounted for separately from Velindre's main accounts. Any additional costs associated with the provision of the support services shall be agreed between the representatives of Velindre and the Authorised Officer and transferred to Velindre on a quarterly basis in advance to allow Velindre to perform its functions on behalf of the SSPC.
- 9.3 The Director of Shared Services shall be responsible for signing off the management accounts of the Shared Services Partnership, and for providing copies of the same to Velindre
- 9.4 Velindre Trust will set up and manage an Income and Expenditure Account for the SSPC, namely a SSPC Account. This includes all the income for the SSPC received from the LHBs/Trusts/Welsh Government and all other SSPC expenditure. This account shall be separate from all other Velindre funds. The Director of Finance for the SSPC, subject to the Scheme of Delegation, for the SSPC shall make decisions relating to expenditure from this account provided that Velindre shall not at any time, without prior agreement from the Director of Finance of Velindre, be obligated to operate the SSPC Account in deficit.
- 9.5 The Director of Finance for the SSPC is responsible for ensuring that all relevant reports, financial information and commentary are provided to Velindre and Welsh Government so that the appropriate monitoring return can be prepared.
- 9.6 The SSPC accounts will be maintained separately. Velindre will provide separately identified budget codes and the Director of Finance for the SSPC will ensure that only the Shared Services expenditure is charged to the Shared Services budget. The Director of Finance for the Velindre must ensure that adequate systems are in place to prevent other Trust related expenditure being coded to the Shared Services budget.

- 9.7 Any underspends or overspends in relation to the Shared Services will be dealt with in accordance with the Memorandum of Co-operation Agreement and paragraph 7.4 or 7.5 above.
- 9.8 Velindre will provide an annual memorandum account for the SSPC as part of its final accounts and this will be reported to the SSPC. In year financial reports to the SSPC will be prepared by the Director of Finance for the SSPC based on information supplied from the ledger and the monthly budget statements.

10 OWNERSHIP OF ASSETS

- 10.1 All assets (including intellectual property rights) acquired by Velindre Trust in connection with the SSPC shall belong to Velindre Trust but be held upon trust for the SSPC..
- 10.2 Velindre Trust shall, to the extent it is legally entitled to do so, transfer ownership and any other rights in such assets to such party or body as the SSPC shall require and within such timescales as are reasonably required.
- 10.3 In the event that any income is derived from such assets or from their disposal, such revenues shall be regarded as part of the SSPC income and accounted for accordingly.

11 ACCOUNTABILITY ARRANGEMENTS

- 11.1 The accountability arrangements of the Director of Shared Services and their relationship with the Chief Executive of Velindre are set out in the 'Interface Agreement' at Schedule ** to the Memorandum of Co-Operation.
- 11.2 The Chair of the SSPC will have responsibility for the appointment, performance appraisal and all employment related issues of the Director of Shared Services. In exercising those responsibilities, the Chair of the SSPC is required to liaise with the Chief Executive of Velindre Trust as well as the other Chief Executives of the constituent Health Bodies as members the Partnership Committee.

12 DUTY OF CARE

- 12.1 Velindre Trust shall be responsible for ensuring that all reasonable skill, care and diligence are exercised in carrying out those services which it is required to perform under this Agreement properly and efficiently in accordance with this Agreement and the Memorandum of Co-Operation and its overall responsibilities under the Act and all other appropriate legislation. Velindre Trust shall keep the SSPC informed of any foreseeable or actual changes in circumstances which are likely to affect its ability to comply with the terms of this Agreement as the host Trust.

13 VELINDRE ORGANISATION

- 13.1 Velindre shall provide and maintain an organisation having the necessary facilities, equipment and employees of appropriate experience, to undertake the specific functions and provide all the services identified in this Agreement and the Support SLA.
- 13.2 All personnel deployed on work relating to the Agreement must have appropriate skills and competence.

14 LEGISLATION

- 14.1 Velindre and the SSPC shall, with regards to their respective areas of responsibilities ensure that all employees and agents, shall in the course of this agreement comply with all relevant legislation, Welsh Government Directions and guidance and procedures.

15 AUDIT

- 15.1 The SSPC will be subject to an effective independent internal audit as a key source of its internal assurance arrangements, in accordance with NHS Wales Internal Auditing Standards and any others requirements determined by the Welsh Government.
- 15.2 Velindre will ensure that relevant external audit arrangements are place which give due regard to the functions of the Shared Services. The Auditor General for Wales as Velindre's external auditors will be informed of the responsibilities of Velindre in regard to the Shared Services and the hosting arrangements that are in place.
- 15.3 Any programmed activity by internal audit in relation to the Shared Services will be agreed with the SSPC.

16 MANAGEMENT OF COMPLAINTS & CLAIMS

- 16.1 Any claim or complaint which is received in respect of the Shared Services Partnership shall be dealt with in the first instance under the Shared Service Partnership existing arrangements.
- 16.2 Where a matter is regarded as a concern, and where qualifying liability in Tort has been established, Velindre will only be responsible for managing the arrangements for redress arising from its own service provision.

17 MANAGEMENT OF FOIA / DPA REQUESTS

- 17.1 Where a request under the Freedom of Information Act (FOIA) or Data Protection Act (DPA) is received by the SSPC, the request will be dealt with in accordance with the Velindre policy. Where the request is considered to be an issue relating to a specific Health Body, other than Velindre, and it relates to recorded information which is held by that other Health Body, then the request will be forwarded to the Board Secretary or nominated officer of the respective Health Body to respond in accordance with the FOIA Code of Practice.

- 17.2 The Partners shall co-operate as required (including but not exclusively in assisting in retrieving information held) to enable the other party to comply with its duties under the FOIA and all agreements between the partners as to confidentiality shall be subject to their duties under the FOIA. Each party shall not be in breach of any confidentiality clauses or agreements if it makes disclosures of information in accordance with the FOIA.
- 17.3 Where one party receives a request to disclose information to a third party under the FOIA, which relates to the other party and/or the agreement, that party shall:
- 17.3.1 inform the other party about the request for information and the nature of the information being sought as soon as reasonably possible;
 - 17.3.2 consult with the other party prior to the disclosure of any such information provided that the other party responds to any consultation within the timescale requested in order that the party can comply with the time limits specified by the FOIA ; and
 - 17.3.3 consider and apply all lawful exemptions provided under the FOIA to withhold information sought in terms of the request for information consistent with the exercise of their discretion and duties under the FOIA.
- 17.4 The partners shall comply with their duties and responsibilities under the DPA and other data protection law in the performance of this agreement and shall not unlawfully process or disclose information subject to those laws.

18 NOMINATED OFFICERS

- 18.1 The Director of Shared Services shall be the SSPC's nominated officer and is empowered to act on behalf of the SSPC under this agreement. The Director of Shared Services may in turn nominate a deputy or deputies empowered to act on behalf of the SSPC and shall notify the SSPC and Velindre accordingly in writing.
- 18.2 The Chief Executive of Velindre shall be Velindre's nominated officer, who may in turn nominate a deputy or deputies empowered to act on behalf of Velindre, and shall notify SSPC accordingly
- 18.3 Any notices served in respect of matters covered by this Agreement shall be sent to the Chief Executive of Velindre Trust on behalf of Velindre Trust and the Director of Shared Services on behalf of the SSPC.
- 18.4 Any notice, information or communication given or made by or to the SSPC's authorised officer or his nominated deputy shall be deemed to have been given or made by or to the SSPC.

19 DISPUTE

- 19.1 In the event of any dispute between Velindre and those involved in the SSPC,, such dispute shall be escalated as appropriate to the Directors of Finance of

Velindre Trust and the SSPC and/or the Director of Shared Services and Chief Executive of Velindre .

- 19.2 If such a dispute cannot be resolved in accordance with the provisions of paragraph 19.1, it shall be referred to Welsh Government's Minister for Health and Social Services for resolution.

20 GENERAL

- 20.1 This agreement shall be capable of being varied only by a written instrument signed by a duly authorised officer or other representative of each of the parties.
- 20.2 Any person who is not a party to this agreement shall have no right under the contracts (rights of third parties) act 1999 (in so far as applicable to this agreement) to enforce any of the terms of this agreement
- 20.3 This Agreement is an NHS agreement pursuant to section 7 of the 2006 Act and shall be governed and construed in accordance with the laws of England and Wales.
- 20.4 In the event of either the Velindre Trust's Board or the SSPC determining (acting reasonably) that the performance by Velindre Trust or SSPC of its obligations under this Agreement is having a detrimental or prejudicial effect on the Velindre Trust's or the SSPC ability to fulfil its core functions, Velindre Trust's Board or the SSPC may instruct the Director of Shared Services and the Chief Executive of Velindre to review the operation of this Agreement.
- 20.5 In carrying out a review of this Agreement further to clause 20.4, the Director of Shared Services and the Chief Executive of Velindre shall consider the source and manner of any detriment identified by Velindre Trust's Board or the SSPC further to clause 20.4 and shall put forward such amendments and variations to this Agreement and the associated governance arrangements between the SSPC and Velindre Trust as they may consider appropriate.
- 20.6 Velindre Board or the SSPC shall consider the recommendations made further to clause 20.5 and may recommend to the SSPC and the Chief Executive of Velindre that this Hosting Agreement and the associated governance arrangements are amended accordingly.
- 20.7 Each Partner acknowledges its obligations to comply with the provisions of the Memorandum of Co-operation.

SIGNED under hand and delivered the day and year first above written

Signed by **CWM TAF LOCAL HEALTH BOARD** In the presence of:

Signed (Authorised Officer):

Name/Position:

Signed by **BETSI CADWALADR UNIVERSITY LOCAL HEALTH BOARD** In the presence of:

Signed (Authorised Officer):

Name/Position:

Signed by **POWYS TEACHING LOCAL HEALTH BOARD** In the presence of:

Signed (Authorised Officer):

Name/Position:

Signed by **ABERTAWE BRO MORGANNWG UNIVERSITY LOCAL HEALTH BOARD** In the presence of:

Signed (Authorised Officer):

Name/Position:

Signed by **ANEURIN BEVAN LOCAL HEALTH BOARD** In the presence of:

Signed (Authorised Officer):

Name/Position:

Signed by **CARDIFF AND VALE UNIVERSITY
LOCAL HEALTH BOARD** In the presence of:

Signed (Authorised Officer):

Name/Position:

Signed by **HYWEL DDA LOCAL HEALTH
BOARD** in the presence of:

Signed (Authorised Officer):

Name/Position:

Signed by **VELINDRE NHS TRUST**
in the presence of:

Signed (Authorised Officer):

Name/Position:

Signed by **PUBLIC HEALTH WALES
NHS TRUST** in the presence of:

Signed (Authorised Officer):

Name/Position:

Signed by **WELSH AMBULANCE SERVICES
NHS TRUST** In the presence of:

Signed (Authorised Officer):

Name/Position:
