

Date**1st April****2025****Cambridgeshire Community Services NHS Trust****and****Norfolk Community Health and Care NHS Trust**

**Partnership Agreement
for the purpose of Joint Working Arrangements and Appointment of a Joint
Committee to Exercise Joint Functions as a Group Board**

Version control

Date	Version	Author
7 January 2025	001-1	Browne Jacobson
13 February 2025	001-2	Browne Jacobson
3 March 2025	001-3	Browne Jacobson
10 March 2025	001-4	Browne Jacobson
11 March 2025	002-1	Browne Jacobson

This Agreement is made between the Parties on 1st April 2025

PART A – PARTIES

The Parties to this Agreement are

- (1) Cambridgeshire Community Services NHS Trust of Unit 7-8 Meadow Park, Meadow Lane, St Ives, Cambridgeshire, PE27 4LG (**CCS**) and
- (2) Norfolk Community Health and Care NHS Trust of Woodlands House, Norwich Community Hospital, Bowthorpe Road, Norwich, NR2 3TU (**NCHC**)

Each a Trust and together the Trusts

PART B – BACKGROUND

- A. The Background to this Agreement (including acronyms and capitalised words that are used in it) shall be interpreted in accordance with the definitions and rules of interpretation set out in Schedule 1.
- B. CCS is an NHS Trust established by Cambridgeshire Community Services National Health Service Trust (Establishment) Order 2010 made by the Secretary of State in accordance with Schedule 4 of the National Health Service Act 2006 (NHS Act).
- C. NCHC is an NHS Trust established by the Norfolk Community Health and Care National Health Service Trust (Establishment) Order 2010 made by the Secretary of State in accordance with Schedule 4 of the NHS Act.
- D. Accordingly both Trusts are NHS Trusts who must exercise their Functions in accordance with their respective Establishment Orders, Schedule 4 of the NHS Act and the NHS Membership and Procedure Regulations 1990 (NHSM&P), and having regard to Guidance.
- E. Since October 2024 the Trusts have been parties to and collaborated in accordance with the Memorandum of Understanding (MoU).
- F. The Trusts have agreed to exercise their powers under sections 65Z5 and 65Z6 of the NHS Act to establish and implement joint working and delegation arrangements as set out in this Agreement and to establish a joint committee to be known as the Group Board to exercise Joint Functions.
- G. The Trusts accordingly intend that this agreement will supersede and replace the MoU.

- H. The Trusts have agreed to data sharing, access to records and mutual operation of all Joint Functions including human resources and joint line management arrangements to facilitate the exercise of Joint Functions.
- I. The Trusts have agreed that the Group Board will exercise Joint Functions but will not exercise Reserved Functions.

PART C – OPERATIVE PROVISIONS

1. Definitions and interpretation

This Agreement (including acronyms and capitalised words that are used in it) shall be interpreted in accordance with the definitions and rules of interpretation set out in Schedule 1.

2. Actions taken prior to the Commencement Date

- 2.1. Both Trusts shall have satisfied or agreed in writing to waive the conditions set out in Clause 2.2 on or prior to the Commencement Date.
- 2.2. The conditions referred to in Clause 2.1 are:
 - 2.2.1. The Trusts shall have exchanged duly executed copies of this Agreement
 - 2.2.2. The Trusts shall have constituted the Group Board and approved the Group Board Terms of Reference (ToR)
 - 2.2.3. The Trusts shall have updated and adopted Standing Orders, Standing Financial Instructions and Scheme of Reservation and Delegation that are mutually compatible. These documents are included in the Trusts' governance handbook.
 - 2.2.4. Such other conditions that either Trust may have specified in writing before the Commencement Date.

3. Commencement and duration

- 3.1. The Agreement shall take effect from the Commencement Date and will continue in full force and effect until terminated in accordance with the terms of this Agreement and, in particular but without limitation, in accordance with Clause 18.
- 3.2. Subject to Clause 18.5, no termination of the Agreement by either Trust shall take effect prior to 31 March 2026.

4. No merger, acquisition or dissolution

- 4.1. Both Trusts shall remain independent organisations constituted in accordance with the NHTA and their respective Establishment Orders.
- 4.2. Nothing in this Agreement commits the Trusts or is intended to commit them to undertake or apply for merger, acquisition or dissolution or any other transaction whose outcome would be the establishment of a single organisation as successor to one or both of them. The Trusts acknowledge that any decision to undertake a statutory transaction between them would be subject to a separate agreement and completion of a transaction revised by NHS England.
- 4.3. Each of the Trusts shall continue at all times to maintain its own individual governance, registrations, licences, memberships, committees and other arrangements that it may be required to maintain or hold by Law, Direction or Guidance including:
 - 4.3.1. Standing Orders, Standing Financial Instructions and Scheme of Delegation
 - 4.3.2. CQC registration
 - 4.3.3. NHS provider licence
 - 4.3.4. ICO registration
 - 4.3.5. NHSR Schemes membership
 - 4.3.6. Remuneration Committee
 - 4.3.7. Audit Committee
 - 4.3.8. Auditor Panel
 - 4.3.9. Meetings that the Trusts' Boards must each hold as set out in Clause 8 of this Agreement.

5. Trust Board Appointments

- 5.1. Voting Non-executive Directors (NEDs) shall continue to be appointed by NHS England in accordance with Regulation 3 of the NHSM&P Regulations to either or both Boards.

- 5.2. The Trusts acting by their respective Remuneration Committees:
 - 5.2.1. Shall appoint Voting Executive Directors (EDs) in accordance with the scheme set out in Schedule 7, and
 - 5.2.2. May additionally appoint Non-Voting NEDs and Non-Voting EDs in accordance with the scheme set out in Schedule 7.
- 5.3. In compliance with the NHSA, NHSM&P Regulations and their Establishment Order each Trust will maintain a functioning Board comprising:
 - 5.3.1. In the case of CCS, seven Voting NEDs (including the Chair) and five Voting EDs (who must include the Chief Executive Officer (CEO), Chief Finance Officer (CFO), Chief Medical Officer (CMO), and Chief Nursing Officer (CNO))
 - 5.3.2. In the case of NCHC, six Voting NEDs (including the Chair) and five Voting EDs (who must include the Chief Executive Officer (CEO), Chief Finance Officer (CFO), Chief Medical Officer (CMO), and Chief Nursing Officer (CNO)).
- 5.4. The fifth Voting ED shall be the Trust's Chief People Officer and Deputy Chief Executive or such other ED whom the CEO nominates to be a Voting ED.
- 5.5. The number of each Trust's Voting NEDs shall at all times be greater than the number of its Voting EDs.
- 5.6. The Remuneration Committee will review and may update the composition and voting responsibilities outlined in clause 5.4 annually or as needed.

6. Appointment of Group Board

- 6.1. The Trusts agree to establish a Joint Committee to be known as the 'Group Board'.
- 6.2. The Group Board shall be fully and equally accountable to both Trusts.
- 6.3. The Group Board ToR and its membership must be agreed by both Trusts and must include the provisions set out in Clause 6.4.
- 6.4. The provisions referred to in Clause 6.3 are:
 - 6.4.1. All the Voting Directors of both Trusts shall be voting members of the Group Board during their terms of office
 - 6.4.2. The Trusts may appoint Non-Voting Directors and/or other individuals to be voting or non-voting members of the Group Board

- 6.4.3. The Trusts and Group Board shall have Committees in accordance with Clause 11
- 6.4.4. The Group Board shall exercise the Joint Functions
- 6.4.5. Subject to Clause 6.4.6, meetings of the Group Board shall be held in public
- 6.4.6. The Group Board may, by resolution, exclude the public from a meeting (whether during the whole or part of the proceedings) whenever publicity would be prejudicial to the public interest by reason of the confidential nature of the business to be transacted or for other special reasons stated in the resolution and arising from the nature of that business or of the proceedings; and where such a resolution is passed, this Agreement shall not require the meeting to be open to the public during proceedings to which the resolution applies
- 6.4.7. The proceedings of the Group Board shall not be invalidated by any vacancy in its membership or by any defect in the appointment of a member of the Group Board.
- 6.5. The Group Board ToR as at the Commencement Date are as set out in Schedule 4.
- 6.6. The Trusts may agree to amend the Group Board ToR but only by Variation in accordance with Clause 17 of this Agreement.

7. Joint Exercise of Functions

- 7.1. Subject to Clause 7.2 the Trusts agree that from the Commencement Date:
 - 7.1.1. They shall jointly exercise their Joint Functions
 - 7.1.2. The Group Board shall exercise for them all their Joint Functions,
 - 7.1.3. If the Group Board appoints a Committee in accordance with Clause 11, then the Group Board may authorise the Committee to exercise Joint Functions that the Group Board expressly subdelegates to the Committee in its ToR.
 - 7.1.4. The Group Board may authorise one of the Trusts to contract with a third party on behalf of itself alone or both Trusts jointly and/or severally subject to compliance with the Trusts' standing orders and standing financial instructions.

- 7.2. Subject to Clause 6.4.7, the Trusts agree that they, the Group Board and their Committees, directors and officers must always comply with this Agreement and with each of the Trust's Standing Orders, Standing Financial Instructions and Scheme of Reservation and Delegation when they are exercising Joint Functions.

8. Meetings of the Trusts' Boards

- 8.1. Subject to Clause 8.2, the Trusts intend that as far as possible meetings and business of the Trusts' Boards will be undertaken by the Group Board on their behalf.
- 8.2. In accordance with paragraph 12 of Schedule 4 of the NHTA the Board of each Trust must continue to hold any public meetings that it is required to hold including
- 8.2.1. An annual meeting to approve the Trust's annual audited accounts and annual report
- 8.2.2. Any other meeting at which must be presented the documents referred to in Clause 8.3:
- 8.3. The documents referred to in Clause 8.2.2 are:
- 8.3.1. The Trust's audited accounts and annual report,
- 8.3.2. Any report on the Trust's accounts made pursuant to paragraph 1 of Schedule 7 to the Local Audit and Accountability Act 2014, and
- 8.3.3. Any other documents as may be prescribed.

9. Workforce

- 9.1. Both Trusts shall continue to employ their own workforces.
- 9.2. Both Trusts agree that in the exercise of their joint working arrangements, members of either Trust's or both Trusts' workforce:
- 9.2.1. may be line managed by duly authorised officers of either Trust or both Trusts;
- 9.2.2. may work across both Trusts' sites and services in accordance with a workforce sharing agreement to be entered into by the Trusts; and
- 9.2.3. may be seconded to the other Trust into a different role under a secondment agreement.

10. Exercise of Reserved Functions

10.1. Both Trusts shall continue to exercise separately their Reserved Functions.

10.2. The Trusts agree that the Group Board shall not at any time exercise their Reserved Functions.

11. Appointment of Committees and Committees in Common

11.1. The Group Board shall have the following Committees:

- People Participation and Equalities Committee
- Finance & Infrastructure Committee
- Quality Committee
- All Children and Young People Service Assurance Committee
- Luton & Bedfordshire Adults and Older People Services and All Ambulatory Services, Service Assurance Committee
- Norfolk Adult Services, Service Assurance Committee

11.2. For the purpose of assisting the exercise of Joint Functions the Group Board may appoint one or more Committees additional to those set out in Clause 11.1.

11.3. The voting members of a Committee of the Group Board may comprise or include individuals who are or are not voting members of the Group Board.

11.4. For the purpose of assisting the exercise of their Reserved Functions the Trusts may appoint Committees in Common.

11.5. Without prejudice to the generality of Clause 11.4, the Boards of each of the Trusts (acting as independent) shall consider and (if agreed by both Boards) arrange for:

11.5.1. Their Audit and Risk Committees (including their Auditor Panels) to operate together as Committees in Common

11.5.2. Their Remuneration Committees to operate together as Committees in Common and

11.5.3. Their Charitable Funds Committees to operate together as Committees in Common.

11.6. In operating as Committees in Common;

11.6.1. Each Trust's Audit and Risk Committee, Auditor Panel, Remuneration Committee and Charitable Funds Committee shall continue at all times to be directly accountable to its respective Trust Board but shall routinely report to the Group Board; and

11.6.2. Each Trust shall ensure that the members of their committees including: the Audit and Risk Committee, Auditor Panel, Remuneration Committee and Charitable Funds Committee at all times satisfy the independence requirements set out in the Local Auditor and Accountability Act 2014, Local Audit (Health Service Bodies Auditor Panel and Independence) Regulations 2015 and NHS England's Code of governance for NHS provider trusts (2022).

11.7. For illustrative purposes an organogram of the Trusts' Committees structure as at the Commencement Date is set out in Schedule 5.

12. Benefits

12.1. The Trusts shall exercise their Functions having regard to unlocking benefits set out in the Case for Change.

13. Resourcing the Group Board

Both Trusts shall be jointly and equally responsible for resourcing the Group Board, as specified in the annual business plan developed for each Trust, as agreed by the executive.

14. Pooled Fund

14.1. The Trusts may enter into arrangements for the Trusts themselves or the Group Board to establish and maintain a Pooled Fund.

14.2. Arrangements for any Pooled Fund must be on terms set out in a Pooled Fund Agreement.

15. Variation

15.1. Except as set out in Clause 17.2 or otherwise in this Agreement, any Variation of this Agreement, including the introduction of any additional terms and conditions, shall only be binding when agreed by written resolutions of both Trusts' Boards.

- 15.2. The Scheme for Trust Board Appointments set out in Schedule 7 and the Governance Organogram for the Trusts' Appointment of Committees as at the Commencement Date set out in Schedule 5 are intended to be illustrative only and may be updated by resolution of the Group Board without the requirement for Variation set out in Clause 17.1.

16. Termination

- 16.1. The Trusts acknowledge and confirm that, save in accordance with this Clause 18, neither of them shall be entitled to terminate this Agreement.
- 16.2. The Trusts acknowledge and confirm that neither of them shall be entitled to terminate this Agreement in consequence of any breach (whether material or otherwise) of any provision of this Agreement by the other.
- 16.3. Both Trusts acknowledge and confirm that they have considered and understood the position set out at Clause 18.2 above and that the provisions of Clauses 3.2 (and Clause 22 in relation to the Dispute Resolution Procedure) shall apply in the event of any breach of this Agreement.
- 16.4. Subject to Clauses 3.2 and 18.5, a Trust may only terminate this Agreement by giving Notice of Termination specifying a minimum notice period that expires on the next 31 March which is not less than six months before 31 March 2026 if it expires on 31 March 2026 or (if it expires on a date after 31 March 2026) twelve (12) months from the date the notice of termination is served. The notice period may be shorter where agreed in writing by the other Trust.
- 16.5. Notice of Termination shall be deemed to have been served immediately in the event that NHS England appoints different individuals to be Chairs of the Trusts.

17. Consequences of termination

- 17.1. On or pending expiry or termination of this Agreement, the Parties will agree an Exit Plan to ensure that the services provided by either Trust are not destabilised.
- 17.2. For a reasonable period before and after termination or expiry of this Agreement the Trusts shall co-operate fully with one another and ensure that the Exit Plan provides for continuity of services and a smooth transition of Trust Boards whilst avoiding any inconvenience or risk to the health and safety of the Trusts' service users, employees or members of the public.

17.3. This clause 19 shall continue in full force and effect on or after termination or expiry of this Agreement.

18. Data sharing and confidentiality

Each Trust undertakes that it shall not at any time during the period for which this Agreement applies, and for a period of five years after termination of this Agreement, disclose to any person any Confidential Information concerning or in connection with the other Trust or this Agreement except as permitted by Schedule 6.

19. No partnership

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership between the Trusts, constitute either Trust the agent of the other Trust, nor authorise a Trust to make or enter any commitments for or on behalf of the other Trust except as expressly provided in this Agreement.

20. Notices

20.1. A notice given under this Agreement:

20.1.1. Will be in writing in the English language

20.1.2. Will be sent to the intended recipient by email to the following address or such other address as the Party has notified for the purposes of this clause:

20.1.2.1. for CCS, the Chief Executive Officer of CCS in post at the time of the notice

20.1.2.2. for NCHC, the Chief Executive Officer of NCHC in post at the time of the notice

20.2. Any notice or other communication given to a Trust under or in connection with the Agreement shall be in writing, addressed to the authorised representatives at the Trust's principal place of business or such other address as that Trust may have specified to the other Trust in writing in accordance with this Clause, and shall be delivered personally, or sent by pre-paid first class post, recorded delivery, commercial courier or email.

20.3. A notice or other communication shall be deemed to have been received:

20.3.1. If delivered personally, when left at the address referred to in Clause 22.2; if sent by pre-paid first class post or recorded delivery, at 9.00 am on the

second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax, one (1) Business Day after transmission.

20.3.2. If delivered by email, immediately on sending provided it is correctly addressed or if deemed receipt is not within business hours (meaning prior to 5.30 pm and excluding weekends and public holidays in England), then it will be deemed to have been received at 9.00 am on the next day that is not a weekend or a public holiday in England.

20.4. The provisions of this Clause 22 shall not apply to the service of any proceedings or other documents in any legal action.

21. Dispute Resolution

21.1. In accordance with Clauses 3.2, 3.3 and 18 regarding termination of the Agreement, both Trusts agree to this dispute resolution process.

21.2. In the case of dispute, the Group Transition Governance Oversight Group, consisting of the Deputy Chairs and Audit Committee Chairs shall review any dispute referred to them via the Group Company Secretary and Joint Chair in writing with 28 days of receipt, and provide a resolution.

21.3. In the case of the resolution being rejected, the matter will be referred to the Senior Independent Directors (SIDs) who will provide a final and binding determination and resolution.

21.4. In the case of dispute between the Boards leading to consideration of termination, Clauses 3.2 and 3.3 determine the timescale and Clause 18 in respect of notification of termination.

22. Other general provisions

22.1. Each Trust shall (at its own expense) promptly execute and deliver such documents, perform such acts and do such things as the other Trust may reasonably require from time to time for the purpose of giving full effect to this Agreement.

22.2. Each Trust will bear its own costs of negotiating and entering into this Agreement.

- 22.3. This Agreement is personal to the Trusts and neither Trust shall assign, transfer, mortgage, charge, declare a trust of, or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of the other Trust.
- 22.4. This Agreement (together with the documents referred to in it) constitutes the entire agreement between the Trusts and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 22.5. No failure or delay by a Trust to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right or remedy under this Agreement or by law is only effective if it is in writing.
- 22.6. Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 22.7. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause shall not affect the validity and enforceability of the rest of this Agreement.
- 22.8. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 22.9. No one other than a party to this Agreement shall have any right to enforce any of its terms.
- 22.10. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

22.11. Each Trust irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

The Trusts have executed this Agreement as set out below on the date stated at the beginning of it

PART D – SCHEDULES

Schedule 1 – Definitions and Interpretation

1 In this Agreement capitalised words and expressions shall have the meanings given to them as follows:

<u>Word or expression</u>	<u>Meaning</u>
Agreement	This collaboration agreement (including its Schedules) which sets out arrangements of the Trusts to exercise their Functions jointly
Arrangements for delegation and joint exercise of statutory functions	NHS England Guidance <i>Arrangements for delegation and joint exercise of statutory functions – Guidance for integrated care boards, NHS trusts and foundation trusts</i> dated 27 March 2023 (Publication approval reference: PRN00346)
Audit Committee	A Committee that each of the Trusts must appoint in accordance with NHS England’s <i>Code of governance for NHS provider trusts</i> (2022) to ensure that it operates effectively and meets its statutory and strategic objectives, and to provide it with assurance that this is the case
Auditor Panel	An auditor panel that each of the Trusts must appoint in compliance with the Local Audit and Accountability Act 2014 and Local Audit (Health Service Bodies Auditor Panel and Independence) Regulations 2015
Case for Change	The case sets out the rationale, high level ambitions / benefits, to move to one single organisation and to move forward to form a group model of governance in April 2025.
CEO	A Voting ED who is the Chief Executive Officer of one or both of the Trusts
Chair	A Voting NED who is the Chair of one or both of the Trusts
Commencement Date	1 April 2025

<u>Word or expression</u>	<u>Meaning</u>
Committee	A committee or subcommittee of one of the Trusts or a subcommittee of a Joint Committee (including the Group Board)
CiC or Committees in Common	Arrangements between the Trusts to appoint like for like Committees with the same or equivalent terms of reference and memberships so that they may meet simultaneously with shared agenda and minutes
CQC	Care Quality Commission
Data Protection Legislation	all applicable data protection legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended which apply to a party relating to the use of personal data UK GDPR has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
Direction	A direction to an NHS trust that the Secretary of State or NHS England may issue in the exercise of their respective functions under Legislation
Director	A NED or an ED of one or both of the Trusts
ED or Executive Director	an executive director who may be Voting ED or a Non-Voting ED
EIR	Environmental Information Regulations 2004 (SI 204/3391)
Establishment Order	For CCS means the Cambridgeshire Community Services National Health Service Trust (Establishment) Order 2010 as amended and for NCHC means the Norfolk Community Health and Care National Health Service Trust (Establishment) Order 2010 as amended

<u>Word or expression</u>	<u>Meaning</u>
Exit Plan	A plan for the transition of any affected services and required changes to the Trust Boards on the expiry or termination of this Agreement to include: (i) details of the affected services; (ii) details of service users and/or user groups affected; (iii) the joint working arrangements and jointly exercised functions that will need to continue to ensure continuity of services and how these will be transitioned into separate arrangements for each Trust; (iv) the intended timescales for the Exit Plan
FOIA	Freedom of Information Act 2000
Functions	All the duties and/or powers of the Trusts under the NHTA or their Establishment Orders or any other legislation or otherwise conferred by any other source whatsoever
Group Board	A Joint Committee that the Trusts have agreed to establish to exercise Joint Functions in accordance with the Group Board ToR
Group Board ToR	ToR of the Group Board
Group MoU	the Group Memorandum of Understanding that the Trusts agreed in 2021 and updated in 2022 for the purpose of setting out collaboration arrangements between them
Guidance	Any statutory guidance of the Secretary of State or NHS England to NHS bodies comprising or including NHS trusts (for example <i>Arrangements for delegation and joint exercise of statutory functions</i>) or other non-statutory guidance that the Trusts must have regard to in accordance with their NHS provider licence
Joint Committee	A joint committee that the Trusts agree to establish under section 65Z6 of the NHTA
Joint Functions	Any Functions set out in Schedule 2 which the Trusts agree are jointly exercisable by them

<u>Word or expression</u>	<u>Meaning</u>
Legislation	An Act of Parliament (for example the NHA) or statutory instrument (for example the NHSM&P Regulations)
NED or Non-Executive Director	A non-executive director who may be Voting NED or a Non-Voting NED
NHA	National Health Service Act 2006
NHSM&P Regulations	National Health Service (Membership and Procedure) Regulations 1990
NHSR Schemes	The indemnity schemes known as the Clinical Negligence Scheme for Trusts, Liabilities to Third Parties Scheme and Property Expenses which the Secretary of State has established under the NHA and which are managed on her behalf by NHS Resolution
Non-Voting ED	An Executive Director who is not a Voting Director
Non-Voting NED	A Non-Executive Director who is not a Voting Director
Notice of Termination	Notice in writing from one Trust to the other Trust to terminate this Agreement in accordance with Clause 18
Pooled Fund	A fund to be made up of payments received in accordance with arrangements between the Parties that must be set out in a Pooled Fund Agreement and out of which payments may be made in accordance with the arrangements towards expenditure incurred in the exercise of Joint Functions
Pooled Fund Agreement	An agreement in writing between the Trusts for the establishment of a Pooled Fund in accordance with section 65Z6 of the NHA
Relevant Personal Data	means the Personal Data transferred between the Partners under this Agreement.

<u>Word or expression</u>	<u>Meaning</u>
Remuneration Committee	<p>A Committee that each Trust must appoint whose responsibilities include functions under regulations 17 and 18 of the NHSM&P Regulations:</p> <ul style="list-style-type: none"> • (The CEO not being a member of it) to appoint the Trust's CEO and advise the Board about their remuneration and terms of service and • (The CEO being a member of it) to appoint other executive directors and advise the Board about their remuneration and terms of service
Reserved Functions	Any Functions set out in Schedule 3 which the Trusts agree are not Joint Functions
Secretary of State	Secretary of State for Health and Social Care
Standing Orders	Standing orders that an NHS trust must adopt in accordance with paragraph 19 of the NHSM&P Regulations for the regulation of the its proceedings and business
ToR	Terms of reference
UK GDPR	Has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
Variation	A variation of this Agreement in accordance with Clause 17
Voting Director	A Voting ED or a Voting NED
Voting ED	A Director who is an executive director within the meaning of paragraph 3 of Schedule 4 of the NHSA and appointed by a Trust (acting by its Remuneration Committee) in accordance with the NHSM&P Regulations

<u>Word or expression</u>	<u>Meaning</u>
Voting NED	A Director who is a non-executive director within the meaning of paragraph 3 of Schedule 4 of the NDSA and appointed by NHS England in accordance with the NHSM&P Regulations

2. Any reference to the exercise by the Trusts of Joint Functions shall be interpreted to include any exercise of Joint Functions by the Group Board or a Committee of it on behalf of the Trusts.

Schedule 2 – Joint Functions

1. Joint Functions are any Functions of the Trusts which are not Reserved Functions
2. Joint Functions include but are not limited to:
 - 2.1. Each of the Trust’s Functions to provide goods and services, namely hospital accommodation and services and community health services, for the purposes of the health service in accordance with its Establishment Order
 - 2.2. All the Trusts’ Functions that NHS England has categorised as ‘Open to Joint Exercise of Functions’ in *Arrangements for delegation and joint exercise of statutory functions* as reproduced in the table set out in Paragraph 3 below (excluding references to legislation that is applicable to or in force in Wales only).
3. The table referred to in paragraph 2(2) is as follows:

Statutory provision	Wording	Category of function	Open to joint exercise
Schedule 4, Paragraph 15, NHS Act 2006	(1) In addition to carrying out its other functions, an NHS trust may, as the provider, enter into NHS contracts.	ANCILLARY FUNCTION	Yes
Schedule 4, Paragraph 16, NHS Act 2006	An NHS trust may undertake and commission research and make available staff and provide facilities for research by other persons.	ANCILLARY FUNCTION	Yes
Schedule 4, Paragraph 17, NHS Act 2006	An NHS trust may– (a) provide training for persons employed or likely to be employed by the NHS trust or otherwise in the provision of services under this Act, and (b) make facilities and staff available in connection with training by a university or any other body providing training in connection with the health service.	ANCILLARY FUNCTION	Yes

Statutory provision	Wording	Category of function	Open to joint exercise
Schedule 4, Paragraph 19, NHS Act 2006	(1) According to the nature of its functions, an NHS trust may make accommodation or services available for patients who give undertakings (or for whom undertakings are given) to pay any charges imposed by the NHS trust in respect of the accommodation or services.	ANCILLARY FUNCTION	Yes
Schedule 4, Paragraph 21, NHS Act 2006	An NHS Trust may arrange for the provision of accommodation and services outside England and Wales.	COMMISSIONING	Yes
Schedule 4, Paragraph 24, NHS Act 2006	An NHS trust may provide services under an agreement made under section 92 (primary medical services) or section 107 (primary dental services) and may do so as a member of a qualifying body (within the meaning given by section 93 or section 108).	COMMISSIONING	Yes
Equality Act 2010 c. 15	Refers to all functions under this Act.	REGULATORY	Yes
Health Act 2009 c. 21	Refers to all functions under this Act.	REGULATORY	Yes
Health and Social Care Act 2008 c. 14	Refers to all functions under this Act.	REGULATORY	Yes
Local Government and Public Involvement in Health Act 2007 c. 28	Refers to all functions under this Act.	REGULATORY	Yes
Health Act 2006 c. 28	Refers to entire Act.	REGULATORY	Yes
Health and Social Care (Community Health and Standards) Act 2003 c. 43	Refers to entire Act.	REGULATORY	Yes
Mental Capacity Act 2005 c. 9	Refers to entire Act.	REGULATORY	Yes
Health and Social Care Act 2008 c. 14	Refers to all functions under this Act.	REGULATORY	Yes
Local Audit and Accountability Act 2014 c. 2	(1) This paragraph applies to a relevant authority [includes an NHS Trust - see note to s4, above] if a local auditor has made a public interest report [see Schedule 7, para 1] relating to the authority or an entity connected with it. (2) As soon as is practicable after receiving the report, the relevant authority must publish the report and a notice [see ss(7) and (8)(d) in relation to	REGULATORY	Yes

Statutory provision	Wording	Category of function	Open to joint exercise
	<p>publication requirements] that—</p> <p>(a) identifies the subject matter of the report, and</p> <p>(b) unless the authority is a health service body, states that any member of the public may inspect the report and make a copy of it or any part of it between the times and at the place or places specified in the notice.</p> <p>(3) As soon as is practicable after receiving the report, the relevant authority must supply a copy of the report to—</p> <p>(a) each of its members (if it has members), and</p> <p>(b) its auditor panel (if it has one).</p>		
<p>National Health Service and Community Care Act 1990 c. 19</p>	<p>Refers to entire Act.</p>	<p>REGULATORY</p>	<p>Yes</p>
<p>National Health Service (Charges for Drugs and Appliances) Regulations 2015, reg 6(1)</p>	<p>(1) Where an NHS trust or an NHS foundation trust supplies a drug or appliance to a patient for the purpose of treatment, the NHS trust or the NHS foundation trust (as the case may be) must, subject to paragraphs (3) to (6), make and recover from the patient for the supply of [continues as to charges to be made in respect of particular items]</p> <p>[See further reg 6 for exemptions]</p>	<p>COMMISSIONING</p>	<p>Yes</p>
<p>National Health Service (Charges for Drugs and Appliances) Regulations 2015, reg 7(1)</p>	<p>(1) Where drugs or appliances are supplied to a patient, including during the out of hours period, for the purpose of treating that patient, by a prescriber at a walk-in centre, the NHS trust, NHS foundation trust or other person responsible for the management of the centre, must, subject to paragraphs (3) to (5), make and recover from that patient for the supply of [continues as to charges to be made in respect of particular items]</p> <p>[See further reg 7 for exemptions]</p>	<p>COMMISSIONING</p>	<p>Yes</p>

Statutory provision	Wording	Category of function	Open to joint exercise
National Health Service (Charges for Drugs and Appliances) Regulations 2015, reg 10(1)	(9) Where a claim to an exemption has been made but is not substantiated, and in consequence of the claim a charge has not been recovered, if—[...] (b) the drugs or appliances were supplied by an NHS trust or an NHS foundation trust as mentioned in regulation 6, then that NHS trust or NHS foundation trust must recover that charge from the person concerned [...]	COMMISSIONING	Yes
National Health Service (Charges to Overseas Visitors) Regulations 2015	The Regulations place various duties (not set out in full here) on "relevant bodies" (which includes NHS Trusts, by reg 2) to make and recover charges for the provision of relevant services to overseas visitors. Further, NHS Trusts, in meeting their obligations to make and recover charges from overseas visitors, must (by reg 3A) enter certain specified information against record against the overseas visitor's consistent identifier.	COMMISSIONING	Yes
National Health Service (Optical Charges and Payments) Regulations 2013, reg 2(2)	(2) Where a charge is payable by virtue of paragraph (1) [a charge for such amount for glasses and contact lenses as determined by the SoS], the NHS trust or NHS foundation trust, or other person on its behalf, that supplies or is to supply the glasses or contact lenses must— (a) on arranging to supply the glasses or contact lenses, make the charge, and (b) on supplying the glasses or contact lenses or having them available for supply, recover the charge from the person supplied or to be supplied (if the charge has not previously been paid).	COMMISSIONING	Yes
National Health Service (Optical Charges and Payments) Regulations 2013, reg 10(1)	(1) An NHS trust or NHS foundation trust which, following a sight test, issues a prescription for an optical appliance to a person who— (a) has indicated that they are an eligible person; or (b) is an eligible person by virtue of regulation	COMMISSIONING	Yes

Statutory provision	Wording	Category of function	Open to joint exercise
	8(5), must issue to that person a voucher relating to the optical appliance prescribed. [See further reg 10(2) for requirements on issuing a voucher]		
NHS Bodies and Local Authorities (Partnership Arrangements, Care Trusts, Public Health and Local Healthwatch) Regulations 2012, reg 4	(1) This regulation applies where a clinical commissioning group, NHS trust or NHS foundation trust and a local authority propose to designate a body as a Care Trust under section 77(1) of the 2006 Act, or propose to revoke such designation. (2) Where this regulation applies, the body and the local authority must, before designating or revoking the designation, as the case may be, consult jointly such persons as appear to them to be affected by the proposed designation or revocation.	REGULATORY	Yes
Equality Act 2010 (Specific Duties and Public Authorities) Regulations 2017, reg 4(1)	(1) Each public authority listed in Schedule 2 [which includes NHS Trusts] to these Regulations must publish information to demonstrate its compliance with the duty imposed by section 149(1) of the Act [i.e. the public sector equality duty of the Equality Act 2010]. [See further regs 4(2) onwards and reg 6 for requirements as to publication and exemption for authorities with fewer than 150 employees]	REGULATORY	Yes

Schedule 3 Reserved Functions

- Reserved Functions are any Functions of the Trusts that they cannot lawfully delegate or jointly exercise or otherwise are Functions that NHS England has categorised as not 'Open to Joint Exercise of Functions' in *Arrangements for delegation and joint exercise of statutory functions* as reproduced in the table set out in paragraph 2 below.
- The table referred to in paragraph 1 is as follows:

Statutory provision	Wording	Category of function	Open to joint exercise
<p>Section 27C NHS Act 2006 as inserted by Section 56 of the Health and Care Act</p>	<p>Recommendations about restructuring (1) NHS England may— (a) make recommendations to NHS trusts for or in connection with the making of restructuring applications; (b) take such other steps as it considers appropriate to facilitate restructuring applications involving NHS trusts.</p>	<p>REGULATORY</p>	<p>No</p>
<p>Section 27D NHS Act 2006 as inserted by Section 57 of the Health and Care Act</p>	<p>Intervention in NHS trusts: recommendations etc by NHS England (1) If NHS England considers that Secretary of State ought to make an order under section 66(2) or 68(2) in relation to an NHS trust established under section 25, NHS England must— (a) make a recommendation to that effect, (b) set out its reasons for the recommendation, and (c) make any recommendations it considers appropriate as to the contents of the order. (2) NHS England must make any inquiries, and provide any other assistance, that the Secretary of State may require in connection with deciding whether to make an order under section 66(2) or</p>	<p>REGULATORY</p>	<p>No</p>

Statutory provision	Wording	Category of function	Open to joint exercise
	68(2) in relation to an NHS trust established under section 25 and, if so, on what terms.		
Section 33-39 NHS Act 2006	(1) An NHS trust may make an application to the regulator for authorisation to become an NHS foundation trust, if the application is supported by the Secretary of State. Applications by NHS trusts 34 Other applications 35 Authorisation of NHS foundation trusts 36 Effect of authorisation 37 Amendments of constitution 38 Variation of authorisation 39 Register of NHS foundation trusts.	CORPORATE	No
Chapter 5A NHS Act 2006	Trusts Special Administration.	REGULATORY	No
Section 77 NHS Act 2006	(1) Where— (a) [...] an NHS trust [or a clinical commissioning group or an NHS foundation trust] is, or will be, a party to any existing or proposed LA delegation arrangements, [...] (b) [the body and the local authority concerned consider] that designation of the body as a Care Trust would be likely to promote the effective exercise by the body of prescribed health-related functions of [the local authority] (in accordance with the arrangements) in conjunction with prescribed NHS functions of the body, [and] (c) the requirements in subsection (1A) are satisfied, [the body and the local authority may jointly] designate the body as a Care Trust.	COMMISSIONING	No
Schedule 4, Paragraph 11, NHS Act 2006	(1) An NHS trust must pay— (a) to the chairman and any non-executive director of the NHS trust remuneration of an amount determined by the Secretary of State, not exceeding	CORPORATE	No

Statutory provision	Wording	Category of function	Open to joint exercise
	such amount as may be approved by the Treasury, (b) to the chairman and any non-executive director of the NHS trust such travelling and other allowances as may be determined by the Secretary of State with the approval of the Treasury, (c) to any member of a committee or sub-committee of the NHS trust who is not also a director such travelling and other allowances as may be so determined.		
Schedule 4, Paragraph 11A, NHS Act 2006	(1) An NHS trust must keep proper accounts and proper records in relation to the accounts.	CORPORATE	No
Schedule 4, Paragraph 12, NHS Act 2006	(1) For each accounting year an NHS trust must prepare and send to the Secretary of State an annual report in such form as may be determined by the Secretary of State.	CORPORATE	No
Schedule 4, Paragraph 13, NHS Act 2006	An NHS trust must furnish to the Secretary of State such reports, returns and other information, including information as to its forward planning, as, and in such form as, he may require.	CORPORATE	No
Schedule 4, Paragraph 23, NHS Act 2006	(1) The powers of an NHS trust include power to enter into externally financed development agreements.	CORPORATE	No
Mental Health Act 1983	Refers to entire Act.	REGULATORY	No
Mental Capacity Act 2005	Refers to entire Act.	REGULATORY	No
Mental Capacity (Deprivation of Liberty: Standard Authorisations, Assessments and Ordinary Residence) Regulations 2008/1858	Refers to entire Regulations.	REGULATORY	No
Mental Health (Hospital, Guardianship and Treatment) (England) Regulations 2008/1184	Refers to entire Regulations.	REGULATORY	No
Schedule 15 NHS Act 2006	Requirements for audit and accounts of NHS bodies	CORPORATE	No

Statutory provision	Wording	Category of function	Open to joint exercise
Charities Act 2011, ss149; 152	Various provisions as to the audit/examination of the accounts of an "English NHS charity" (which would include a charitable trust, the trustees of which are an NHS Trust), including requirements as to the auditor/independent examiner and the giving of guidance by the Charities Commission	REGULATORY	No
Policing and Crime Act 2017, s1	(1) A collaboration agreement [as defined by ss(3)] may be made by— (a) one or more persons within a paragraph of subsection (2), and (b) one or more persons within another paragraph of that subsection. (2) Those persons are— (a) an ambulance trust in England, (b) a fire and rescue body in England, and (c) a police body in England. [See further sections 3 and 4 regarding collaboration agreements]	CORPORATE	No
Investigatory Powers Act 2016, Part 3	Not reproduced in full here, this part of the Act contains provision for applications by "relevant public authorities" to the Investigatory Powers Commissioner for authorisations to obtain communications, and the granting of authorisations by a designated officer in a relevant public authority in specific circumstances. "Relevant public authority" includes (by Schedule 4) ambulance trusts.	REGULATORY	No
Immigration Act 1999, s20A	Not reproduced in full here, this provision confers a duty on NHS Trusts to supply a "nationality document" at the direction of the SoS, if the SoS has reasonable grounds for believing is lawfully in the possession of an NHS Trust.	REGULATORY	No
Network and Information Systems Regulations 2018	Not reproduced in full here, the regulations make provision for the identification of "operators of essential services" (OES) (where they provide an	CORPORATE	No

Statutory provision	Wording	Category of function	Open to joint exercise
	essential service as specified in Schedule 2 of the regs and where they (a) rely on network and information systems; and (b) satisfy a threshold requirement described for that kind of essential service. NHS Trusts are specified in Schedule 2. An OES is subject to duties relating to notification of their status to a designated competent authority and take appropriate and proportionate technical and organisational measures to manage risks posed to the security of the network and information systems on which their essential service relies.		
Controlled Drugs (Supervision of Management and Use) Regulations 2013	The Regulations place various duties (not set out in full here) on "designated bodies" (which includes NHS Trusts, by reg 7) in relation to the supervision, management and use of controlled drugs	REGULATORY	No
Children and Families Act 2014, s23	<p>(1) This section applies where, in the course of exercising functions in relation to a child who is under compulsory school age, a clinical commissioning group, NHS trust or NHS foundation trust form the opinion that the child has (or probably has) special educational needs or a disability.</p> <p>(2) The group or trust must—</p> <p>(a) inform the child's parent of their opinion and of their duty under subsection (3), and</p> <p>(b) give the child's parent an opportunity to discuss their opinion with an officer of the group or trust.</p> <p>(3) The group or trust must then bring their opinion to the attention of the appropriate local authority in England.</p> <p>(4) If the group or trust think a particular voluntary organisation is likely to be able to give the parent advice or assistance in connection with any special educational needs or disability the child may have, they must inform the parent of that.</p>	ANCILLARY FUNCTIONS	No

Statutory provision	Wording	Category of function	Open to joint exercise
Housing Act 1996, s213B	<p>NHS Trusts are included among the public authorities specified by Homelessness (Review Procedure etc) Regulations 2018 (see reg 10 and Schedule) for the purposes of this provision:</p> <p>(1) This section applies if a specified public authority considers that a person in England in relation to whom the authority exercises functions is or may be homeless or threatened with homelessness.</p> <p>(2) The specified public authority must ask the person to agree to the authority notifying a local housing authority in England of—</p> <p>(a) the opinion mentioned in subsection (1), and</p> <p>(b) how the person may be contacted by the local housing authority.</p> <p>(3) If the person—</p> <p>(a) agrees to the specified public authority making the notification, and</p> <p>(b) identifies a local housing authority in England to which the person would like the notification to be made,</p> <p>the specified public authority must notify that local housing authority of the matters mentioned in subsection (2)(a) and (b).</p>	REGULATORY	No
Local Audit and Accountability Act 2014, s4	<p>(4) The persons listed in subsection (1) [including at ss(1)(l) NHS Trusts] must have regard to the [Code of Practice issued by the SoS pursuant to ss(1)] in exercising their functions under this Part.</p>	CORPORATE	No
Local Audit and Accountability Act 2014, s8	<p>(1) A relevant authority [which includes an NHS Trust - see note to s4, above] must consult and take into account the advice of its auditor panel on the selection and appointment of a local auditor under section 7.</p> <p>(2) The relevant authority must, within the period of</p>	CORPORATE	No

Statutory provision	Wording	Category of function	Open to joint exercise
	<p>28 days beginning with the day on which the appointment is made, publish a notice that—</p> <p>(a) states that it has made the appointment,</p> <p>(b) identifies the local auditor that has been appointed,</p> <p>(c) specifies the period for which the local auditor has been appointed,</p> <p>(d) sets out the advice, or a summary of the advice, of its auditor panel about the selection and appointment of a local auditor, and</p> <p>(e) if it has not followed that advice, sets out the reasons why it has not done so.</p> <p>[See further ss(3) and (4) as to requirements as to publication of notices]</p>		
<p>Local Audit and Accountability Act 2014, s10(1) to (6)</p>	<p>(1) A relevant authority's [includes an NHS Trust - see note to s4, above] auditor panel must advise the authority on the maintenance of an independent relationship with the local auditor appointed to audit its accounts.</p> <p>(4) A relevant authority's auditor panel must advise the authority on the selection and appointment of a local auditor to audit its accounts [see further ss(5) as to this duty]</p> <p>(6) A relevant authority's auditor panel must advise the authority on any proposal by the authority to enter into a liability limitation agreement (see section 14) [see further ss(7) as to this duty]</p>	<p>CORPORATE</p>	<p>No</p>
<p>Local Audit and Accountability Act 2014, s10(9)</p>	<p>(9) A relevant authority must publish advice from its auditor panel in accordance with subsection (10) [NB there are specific provisions in ss(10) applicable to NHS Trusts.]</p>	<p>CORPORATE</p>	<p>No</p>
<p>Local Audit and Accountability Act 2014, Schedule 7</p>	<p>(1) This paragraph applies to a relevant authority [includes an NHS Trust - see note to s4, above] if a local auditor has made a public interest report [see</p>	<p>REGULATORY</p>	<p>No</p>

Statutory provision	Wording	Category of function	Open to joint exercise
	<p>Schedule 7, para 1] relating to the authority or an entity connected with it.</p> <p>(2) As soon as is practicable after receiving the report, the relevant authority must publish the report and a notice [see ss(7) and (8)(d) in relation to publication requirements] that—</p> <p>(a) identifies the subject matter of the report, and</p> <p>(b) unless the authority is a health service body, states that any member of the public may inspect the report and make a copy of it or any part of it between the times and at the place or places specified in the notice.</p> <p>(3) As soon as is practicable after receiving the report, the relevant authority must supply a copy of the report to—</p> <p>(a) each of its members (if it has members), and</p> <p>(b) its auditor panel (if it has one).</p>		
<p>Equality Act 2010 (Specific Duties and Public Authorities) Regulations 2017, reg 5(1)</p>	<p>(1) Each public authority listed in Schedule 2 [which includes NHS Trusts] to these Regulations must prepare and publish one or more objectives it thinks it should achieve to do any of the things mentioned in paragraphs (a) to (c) of section 149(1) of the Act. [See further regs 5(2) onwards and reg 6 for requirements as to publication.]</p>	<p>CORPORATE</p>	<p>No</p>
<p>Equality Act 2010 (Specific Duties and Public Authorities) Regulations 2017, Schedule 1(2)</p>	<p>Not reproduced in full here, a relevant public authority is subject to a duty to publish annual information relating to gender pay gap information relating to employees.</p>	<p>CORPORATE</p>	<p>No</p>
<p>Schedule 4, Paragraphs 28-29, NHS Act 2006</p>	<p>Powers to dissolve NHS trusts.</p>	<p>REGULATORY</p>	<p>No</p>

Schedule 4 Group Board ToR

1.0 Introduction

- 1.1 Cambridgeshire Community Services NHS Trust and Norfolk Community Health and Care NHS Trust (together the Trusts) hereby resolves to establish a Group Trust Board to be known as the Group Board as a statutory joint committee to exercise Joint Functions in accordance with the partnership agreement entered between the Trust(s) (Partnership Agreement).
- 1.2 These terms of reference set out the purpose, responsibilities, authority, membership and reporting arrangements of the Group Trust Board and may only be amended in accordance with Clause 17 of the Partnership Agreement.
- 1.3 In these terms of reference 'Joint Functions' mean all the Trusts' functions that the Trust(s) have agreed in the Partnership Agreement to exercise jointly subject to any variation of the Partnership Agreement that the Trust(s) have agreed in accordance with it.

2.0 Purpose and Responsibilities

- 2.1 The Group Trust Board shall be responsible for ensuring the health and care services the Trust(s) provide for patients are high quality and safe. The Group Trust Board also promotes the long-term sustainability of the Trust(s) as part of its integrated care system serving the wider population and healthcare system.
- 2.2 The Group Trust Board shall comply with the following standards:
 - NHS England Code of Governance for NHS Provider Trusts.
 - NHS England Risk Assessment Framework.
 - NHS England Annual Planning Guidance.
 - The Healthy NHS Board – Principles of Good Governance.
 - Corporate Governance – Principles of Public Life (GP01).

3.0 Authority

- 3.1 The Group Trust Board is authorised by the Boards to exercise the Joint Functions.
- 3.2 The Group Trust Board is authorised by the Trust Boards to investigate any activity within its terms of reference.
- 3.3 It is also authorised to seek any information it requires from any employee or worker, and all employees and workers are directed to cooperate with any request made by the Group Trust Board.
- 3.4 The Group Trust Board is authorised by the Boards to obtain outside legal or other independent professional advice and to secure the attendance of outsiders with relevant experience and expertise if it considers this necessary.

- 3.5 The Group Trust Board may authorise one of the Trusts to contract with a third party on behalf of itself alone or both Trusts jointly and severally subject to compliance with the Trusts' standing orders and standing financial instructions.
- 3.6 The Group Trust Board shall transact all business in accordance with the policies of the Trusts on openness and conformity with the Nolan principles and values of the Public Services.

4.0 Main Duties

- 4.1 The Group Trust Board has a collective responsibility for:
- Ensuring high quality and effective care for all patients and service users.
 - Setting strategic direction, ensuring the Executive has appropriate capacity and capability to monitor and manage quality of care and operational delivery.
 - Adding value to the success of the Group and its systems using prudent and effective controls to lead the Trust(s).
 - Promoting and adhering to the Trust(s) values.
 - Ensuring the Trust(s) obligations and duties are met.
- 4.2 Agendas will be built around the Group Trust Board annual workplan.

5.0 Membership and attendance at meetings

- 5.1 The voting members of the Group Trust Board shall include all the Statutory Voting Directors of both Trust(s) during their terms of office.
- 5.2 The Chair of the Trust(s), if present, shall preside at any meeting of the Group Trust Board or, if the Chair is absent, the [Vice / Deputy] Chair of the Trusts shall preside. If the [Vice / Deputy] Chair is presiding at a meeting instead of the Chair, then references in this Terms of Reference to the Chair shall be construed as the [Vice / Deputy] Chair.
- 5.3 Additionally, the Trust(s) may appoint Non-Voting Directors of the Trusts to be non-voting members of the Group Trust Board. This will include the following directors of the Trust(s):
- Chief Information Officer
 - Director of Corporate Affairs
 - Director of Strategy and Transformation
- 5.4 The Group Trust Board may also have regular attendees who are not members but may be invited to provide subject matter expertise to an agenda item or for their own professional development. Attendees will receive advanced copies of the notice, agenda, and papers for meetings. They may be invited to attend any or all the meetings, or part(s) of a meeting by the Chair. Any such person may be invited, at the discretion of the Chair, to ask questions and address the meeting but may not vote.

5.5 The proceedings of the Group Trust Board shall not be invalidated by any vacancy in its membership or by any defect in the appointment of a member of the Group Trust Board.

6.0 Meeting frequency, quoracy and decisions

6.1 The Group Trust Board will meet at least six times a year and additional meetings may take place as required at the discretion of the Chair. Where possible, a minimum of seven working days' notice will be given when calling any extraordinary meeting.

6.2 No business shall be transacted at a meeting of the Group Trust Board unless one-third of the members are present, one of whom shall be a Non-Executive Director and one of whom shall be an Executive Director.

6.3 An Officer in attendance for an Executive Director but without formal acting up status may not count towards the quorum.

6.4 In the event of not being at quorum, the meeting can proceed, and any item for decision will be confirmed by the Chair and Chief Executive Officer. This must then be formally reported to the next meeting to be ratified and for transparency of decision-making.

6.5 In exceptional circumstances the business of the Group Trust Board may be considered by either a formal written resolution or the written agreement of all members.

6.6 Generally, it is expected that decisions of the Group Trust Board will be reached by consensus taking account of the views expressed by all members. The Chair will seek to ensure that any lack of consensus is resolved amongst members. When this is not possible the Chair may call a vote. Only members or their nominated deputy may vote, and each allowed one vote. A simple majority will be conclusive on any matter.

6.7 If an equal number of votes are cast for and against a resolution, then the Chair (or in their absence, the person presiding over the meeting) will have a second and casting vote.

6.8 Should a vote be taken, the outcome of the vote, and any dissenting views, must be recorded in the minutes of the meeting.

6.9 The powers that are reserved or delegated by the Group Trust Board, may for an urgent decision be exercised by the Chair and Chief Executive Officer subject to every effort having been made to consult with as many members as possible in the given circumstances.

7.0 Behaviours, conduct and training

7.1 Members will be expected to conduct business in line with the Nolan principles of public life and the Trust's Values and behaviour framework.

- 7.2 Members must promote and demonstrably consider the equality and diversity implications of decisions they make.
- 7.3 All members will receive appropriate and timely training, both in the form of an induction programme for new members and on an ongoing basis, to keep their skills, knowledge and experience up to date.
- 7.4 All members must declare any actual or potential conflicts of interest in relation to any matter under consideration at any meeting. The Chair will decide if a declared interest represents a material conflict. These must be recorded in the minutes alongside the Chair's decision on how to manage the conflict. Members should exclude themselves from any part of the meeting where it is deemed that they have a material conflict of interest. If the Chair has a potential conflict of interest, then they should remove themselves, and the deputy chair or other member should then chair the meeting.

8.0 Accountability and reporting

- 8.1 The Group Trust Board shall be fully and equally accountable to the Boards of Cambridgeshire Community Services NHS Trust and Norfolk Community Health and Care NHS Trust for the exercise of the Joint Functions and shall always comply with the Partnership Agreement and NHS England guidance when exercising Joint Functions.
- 8.2 The minutes of meetings shall be formally recorded and available to each Trust's Board.
- 8.3 Meetings of the Group Trust Board shall be held in public, but the Group Trust Board may, by resolution, exclude the public from a meeting (whether during the whole or part of the proceedings) whenever publicity would be prejudicial to the public interest by reason of the confidential nature of the business to be transacted or for other special reasons stated in the resolution and arising from the nature of that business or of the proceedings.

9.0 Secretariat and administration

- 9.1 The Group Trust Board shall be supported with a secretariat function which will include ensuring that:
- An annual work plan will be developed in conjunction with the Chair and Chief Executive Officer.
 - The agenda and papers are prepared and distributed in accordance with the work plan and Trusts' Standing Orders before each meeting, having been agreed by the Chair with the support of the relevant lead executive.
 - Attendance of those members invited to each meeting is monitored and it is reported to the Chair any members that do not attend at least 75% of meetings.
 - Minutes are taken and agreed with the Chair.

- A record of matters arising, action points and issues to be carried forward are kept, and action points are taken forward between meetings and progress against those actions are proactively monitored.
- The Chief Executive Officer is supported to prepare and deliver reports.
- The Group Trust Board is updated on pertinent issues / areas of interest / policy developments.
- The recording of meetings is undertaken with informed consent.
- Business is transacted as per this Terms of Reference, the Partnership Agreement, the Trusts' Standing Orders and documents referred to in them.
- All papers are published using the available electronic Board paper system.
- A progress report of outstanding / pending Group Trust Board actions will be presented to each meeting of the Group Trust Board.

10.0 Review

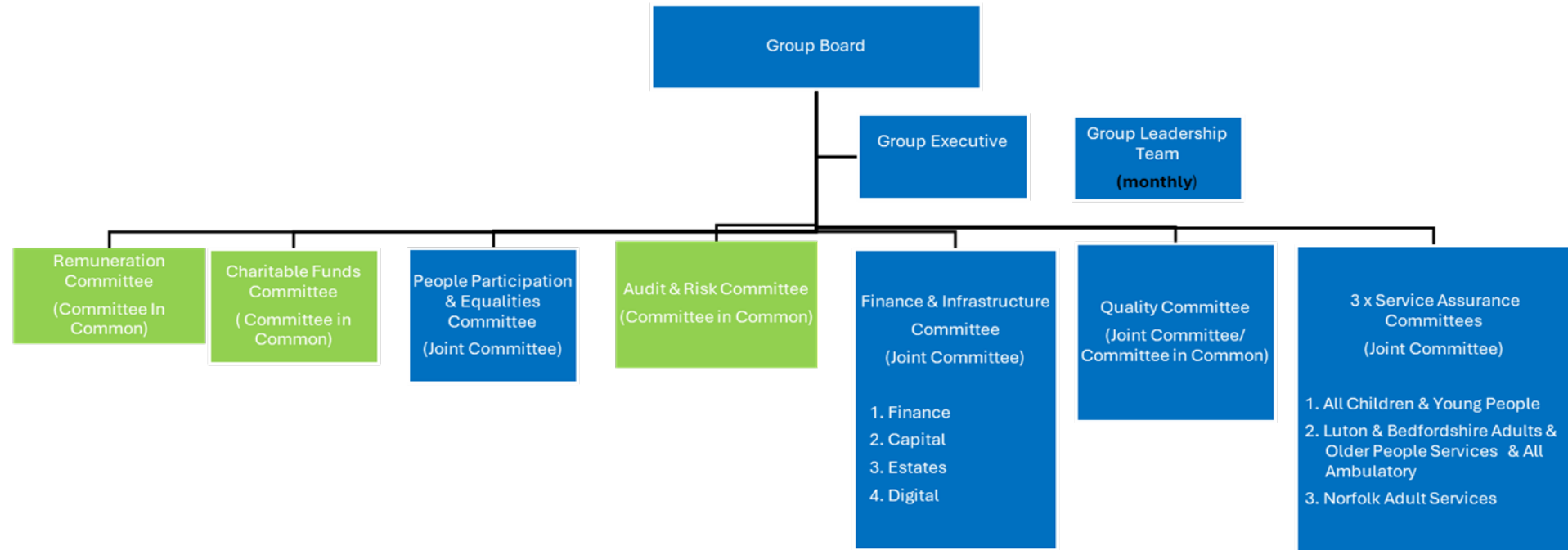
10.1 The Group Trust Board will review its effectiveness at least annually.

10.2 These terms of reference and work plan will be reviewed at least annually and more frequently if required. Any proposed amendments to the terms of reference will be submitted to the Group Trust Board for approval, but any amendment to these terms of reference shall only be made in accordance with Clause 17 of the Partnership Agreement.

Date approved: 1 April 2025

Date of review: 24 September 2025

Schedule 5 Governance Organogram for the Trusts' Appointment of Committees as at the Commencement Date



Schedule 6 Data sharing and confidentiality

Part A: Confidentiality

1. In this Schedule “Confidential Information” means: all information, whether written or oral (however recorded), provided by one Trust (the Disclosing Trust) to the other Trust (Receiving Trust) and which (i) is known by the Receiving Trust to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the Receiving Trust to be confidential.
2. The Trusts may disclose Confidential Information:
 - 2.1. to their employees, agents or consultants who need to know such information for the purpose of discharging their obligations under this Agreement if they ensure that their employees, agents, or consultants to whom they disclose Confidential Information comply with this Schedule 6 and
 - 2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
3. The Trusts will not use each other’s Confidential Information for any purpose other than to comply with this Agreement.
4. The Trusts acknowledge that they are subject to legal duties under the FOIA and EIR which may require them to disclose, on request, information relating to this Agreement and that they are also subject to the Code of Practice on Openness in the NHS (4 August 2003).
5. If a Trust receives a Request for Information (as defined in FOIA) or a request under regulation 5(1) of EIR (each, a Request) about their collaboration arrangements or the IMB, prior to any disclosure of information to which an exemption to FOIA or EIR (as the case may be) may apply (Potentially Exempt Information) and recognising fully that the decision whether and what to disclose is for the Trust receiving the Request:
 - 5.1. Notify the other Trust of such Request
 - 5.2. Consider any representations made by the other Trust in relation to the Request and any possible exemptions and
 - 5.3. Consult with the other Trust in relation to any proposed disclosure as to whether any further explanatory material or advice should also be disclosed with the information in question.

6. Each Trust agrees that it will promptly inform the other Trust of any media enquiries which it receives in relation to the collaboration arrangements. The Trusts will work co-operatively to agree a joint response to any media enquiries received in relation to the collaboration arrangements.

Part B: Independent Data Controllers

7. The Trusts shall, and shall procure that any of its staff and its other employees, agents and sub-contractors involved in the processing of Relevant Personal Data under this Agreement (“Personnel”) shall, in connection with this Agreement and the transactions and activities contemplated by it, comply with their obligations under Data Protection Legislation and this Schedule 6.
8. For the purposes of the Data Protection Legislation each Trust shall be an independent Data Controller of any Relevant Personal Data created in connection with the conduct or performance of this Agreement.
9. Each Trust shall implement and maintain appropriate technical and organisational measures (including, but not limited to, encryption and password protection), when transferring and/or processing Relevant Personal Data, to preserve the confidentiality, integrity, availability and resilience of Relevant Personal Data and prevent any unlawful processing or disclosure or damage, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of the Data Subjects.
10. Each Trust shall notify the other Trust without undue delay, and in any event within 48 hours of becoming aware of:
 - 10.1. a Personal Data Breach where the breach has affected or could have affected the Relevant Personal Data;
 - 10.2. a breach of technical and organisational security measures or any Data Protection Legislation where the breach has affected or could have affected the Relevant Personal Data;
 - 10.3. an enquiry from the Information Commissioner’s Office about the Relevant Personal Data; or
 - 10.4. a request from a Data Subject exercising any of their rights under Chapter III UK GDPR in respect of the Relevant Personal Data (a “Data Subject Rights Request”).

Each Trust agrees to keep the other regularly updated as to how the handling of such breach, enquiry or request.

11. Each Trust shall provide reasonable assistance to the other Trust in ensuring compliance with its obligations under the Data Protection Legislation with respect of Personal Data Breach notifications and a Trust shall not make such notification without first consulting the other Trust wherever possible.
12. Each Trust shall, as soon as reasonably practicable taking into account the nature of the processing provide reasonable assistance to the other Trust, where that Trust has received:
 - 12.1. a Data Subject Rights Request;
 - 12.2. an enquiry from the Information Commissioner's Office about the Relevant Personal Data;
 - 12.3. a complaint or request relating obligations served under the Data Protection Legislation which relates to the processing of Relevant Personal Data by any Trust; or
 - 12.4. any other communication directly relating to the processing of any Relevant Personal Data created in connection with the conduct or performance of this Agreement in relation to such requests.

Wherever possible, neither Trust shall not disclose, release, amend, delete or block any Relevant Personal Data in response to a Data Subject Rights Request or respond to such a request, complaint or communication without first consulting the other Trust. Each Trust will bear their own costs in complying with their respective obligations under this Schedule 6.

13. Each Trust shall:
 - 13.1. ensure that only those Personnel who need to have access to the Relevant Personal Data are granted such access and only for the purposes of performing their respective obligations under this Agreement;
 - 13.2. take all reasonable steps to ensure the reliability of its Personnel;
 - 13.3. ensure that all Personnel have completed training in Data Protection Legislation and in the care and handling of the Relevant Personal Data;

- 13.4. ensure that all Personnel are informed of the confidential nature of the Relevant Personal Data and are subject to appropriate contractual obligations of confidentiality; and
- 13.5. ensure that all Personnel comply with the obligations set out in this Schedule 6.
14. During the term and upon the termination or expiry of this Agreement, each Trust shall ensure that all Relevant Personal Data held by it shall be up-to-date and accurate.
15. Where transferring the Relevant Personal Data to the other Trust or to a third party, each Trust shall:
 - 15.1. ensure that such transfer is compliant with all applicable laws;
 - 15.2. make such transfer in a secure manner; and
 - 15.3. take all reasonable steps, at its own cost, to provide the Relevant Personal Data in a usable and compatible format.
16. Where transferring the Personal Data to a third party, each Trust shall enter into appropriate arrangements with all third parties containing written contractual obligations concerning the Relevant Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this Schedule 6 and where applicable, compliant with Article 26 or 28 UK GDPR.
17. Neither Trust shall transfer any Relevant Personal Data outside the UK unless the transferor ensures that:
 - 17.1. the transfer is to a country approved under the applicable Data Protection Legislation as providing adequate protection;
 - 17.2. there are appropriate safeguards in place, such as the Standard Contractual Clauses, pursuant to the applicable Data Protection Legislation; or
 - 17.3. one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer.
18. Each Trust shall retain Relevant Personal Data in a form which permits identification of Data Subjects for no longer than is necessary for the purposes for which it processes the Personal Data, as per its obligations under the Data Protection Legislation. Each Trust shall securely delete Relevant Personal Data which cannot be lawfully retained in accordance with Data Protection Legislation and good industry practice.

19. In this Schedule 6 the terms “Personal Data”, “Processing”, “Processor”, “Controller”, “Personal Data Breach” and “Data Subject” shall have the meanings ascribed to them under Data Protection Legislation, and the terms “Process” “Processes” and “Processed” shall be construed accordingly.

Part C: Joint Controller Status and Allocation of Responsibilities

20. With respect to personal data under Joint Control of the Trusts, as set out in Paragraph 25 below (“Shared Personal Data”), the Trusts envisage that they shall each be a Data Controller in respect of that Shared Personal Data in accordance with the terms of this Part C of Schedule 6 (Joint Controller Agreement) in replacement of Part B of Schedule 6. Accordingly, the Trusts each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Shared Personal Data as Data Controllers.

21. The Trusts agree that the information governance team(s) of each Trust:

- 21.1. are the exclusive point of contact for Data Subjects and is responsible for using best endeavours to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;
- 21.2. shall direct Data Subjects to the Data Protection Officer(s) or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Shared Personal Data or privacy;
- 21.3. are responsible for the Trusts’ compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;
- 21.4. are responsible for ensuring the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Joint Functions where consent is the relevant legal basis for that Processing; and
- 21.5. shall make available to Data Subjects the essence of this Part C of Schedule 6 (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Trusts having used their best endeavours to agree the terms of that essence. This must be outlined relevant privacy policies (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).

22. Notwithstanding the terms of Paragraph 21, the Trusts acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Trust as Controller.

Undertakings of both Trusts

23. The Trusts each undertake that they shall:

- 23.1. report to the other Trust every quarter on:
 - 23.1.1. the volume of Data Subject Access Request (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);
 - 23.1.2. the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Shared Personal Data;
 - 23.1.3. any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Trust's obligations under applicable Data Protection Legislation;
 - 23.1.4. any communications from the Information Commissioner or any other regulatory authority in connection with Shared Personal Data; and
 - 23.1.5. any requests from any third-party for disclosure of Shared Personal Data where compliance with such request is required or purported to be required by Law, that it has received in relation to the exercise of the Joint Functions under this Agreement during that period;
- 23.2. notify each other immediately if it receives any Data Subject Request, complaint or communication made as referred to in Paragraphs 23.1.1 to 23.1.5. For the avoidance of doubt, this clause 23.2 does not apply to requests, complaints or communications made about the general operations of the Trusts as a whole;
- 23.3. provide the other Trust with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Paragraphs 21 and 23.1.1 to 23.1.5 to enable the other Trust to comply with the relevant timescales set out in the Data Protection Legislation;
- 23.4. not disclose or transfer the Shared Personal Data to any third-party unless necessary for the provision of the Joint Functions and, for any disclosure or transfer of Shared Personal Data to any third-party, (save where such disclosure or transfer is specifically authorised under this Agreement or is required by Law)

that disclosure or transfer of Shared Personal Data is otherwise considered to be lawful processing of that Shared Personal Data in accordance with Article 6 of the UK GDPR. For the avoidance of doubt, the third-party to which Shared Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Part C of Schedule 6

- 23.5. request from the Data Subject only the minimum information necessary to provide the Joint Functions and treat such extracted information as Confidential Information;
- 23.6. ensure that at all times it has in place appropriate technical and organisational measures to guard against unauthorised or unlawful Processing of the Shared Personal Data and/or accidental loss, destruction or damage to the Shared Personal Data and unauthorised or unlawful disclosure of or access to the Shared Personal Data;
- 23.7. use best endeavours to ensure the reliability and integrity of any of its Personnel who have access to the Shared Personal Data and ensure that its Personnel:
 - 23.7.1. are aware of and comply with their duties under this Part C of Schedule 6 (Joint Controller Agreement) and those in respect of Confidential Information;
 - 23.7.2. are informed of the confidential nature of the Shared Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Shared Personal Data to any third-party where that Trust would not be permitted to do so;
 - 23.7.3. have undergone adequate training in the use, care, protection and handling of Shared Personal Data as required by the applicable Data Protection Legislation;
- 23.8. ensure that it has in place appropriate technical and organisational measures as appropriate to protect against a personal data breach having taken account of the:
 - 23.8.1. nature of the data to be protected;
 - 23.8.2. harm that might result from a personal data breach;
 - 23.8.3. state of technological development; and

- 23.8.4. cost of implementing any measures;
 - 23.9. ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Shared Personal Data relating to that Data Subject that the party holds; and
 - 23.10. ensure that it notifies the other Trust as soon as it becomes aware of a personal data breach.
24. Each Joint Controller shall use best endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Part C of Schedule 6 in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

Shared Personal Data

25. Both Trusts shall document and keep a register of types of Shared Personal Data that will be shared between the Trusts during the Term. This register will be coordinated by the Information Governance team(s).

Data Protection Breach

26. Without prejudice to Paragraph 27, each Trust shall notify the other Trust without undue delay, and in any event within 48 hours, upon becoming aware of any personal data breach or circumstances that are likely to give rise to a personal data breach, providing the other Trust and their advisors with:
- 26.1. sufficient information and in a timescale which allows the other Trust to meet any obligations to report a personal data breach under the Data Protection Legislation;
 - 26.2. all reasonable assistance, including:
 - 26.2.1. co-operation with the other Trust and the Information Commissioner investigating the personal data breach and its cause, containing and recovering the compromised Shared Personal Data and compliance with the applicable guidance;

- 26.2.2. co-operation with the other Trust including using such best endeavours as are directed by the Trust to assist in the investigation, mitigation and remediation of a personal data breach;
- 26.2.3. co-ordination with the other Trust regarding the management of public relations and public statements relating to the personal data breach; and/or
- 26.2.4. providing the other Trust and to the extent instructed by the other Trust to do so, and/or the Information Commissioner investigating the personal data breach, with complete information relating to the personal data breach, including, without limitation, the information set out in Paragraph 27.

27. Each Trust shall use best endeavours to restore, re-constitute and/or reconstruct any Shared Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a personal data breach which is the fault of that Trust as if it was that Trust's own data at its own cost with all possible speed and shall provide the other Trust with all reasonable assistance in respect of any such personal data breach, including providing the other Trust, as soon as possible and within 48 hours of the personal data breach relating to the personal data breach, in particular:

- 27.1.1. the nature of the personal data breach;
- 27.1.2. the nature of Shared Personal Data affected;
- 27.1.3. the categories and number of Data Subjects concerned;
- 27.1.4. the name and contact details of the joint Data Protection Officer or other relevant contact from whom more information may be obtained;
- 27.1.5. measures taken or proposed to be taken to address the personal data breach; and
- 27.1.6. describe the likely consequences of the personal data breach.

Impact Assessments

28. The Trusts shall:

- 28.1.1. provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed

information and assessments in relation to Processing operations, risks and measures); and

28.1.2. maintain full and complete records of all Processing carried out in respect of the Shared Personal Data in connection with this Agreement, in accordance with the terms of Article 30 UK GDPR.

Liabilities for Data Protection Breach

29. If financial penalties are imposed by the Information Commissioner on either Trust for a personal data breach ("Financial Penalties") then the following shall occur:

29.1.1. if in the view of the Information Commissioner, one Trust (Trust A) is responsible for the personal data breach, in that it is caused as a result of the actions or inaction of Trust A, its employees, agents, contractors (other than the other Trust) or systems and procedures controlled by Trust A, then Trust A shall be responsible for the payment of such Financial Penalties. In this case, Trust A will conduct an internal audit and engage at its reasonable cost when necessary, an independent third-party to conduct an audit of any such personal data breach. The other Trust shall provide to Trust A and its third-party investigators and auditors, on request and at Trust A's reasonable cost, full cooperation and access to conduct a thorough audit of such personal data breach;

29.1.2. if no view as to responsibility is expressed by the Information Commissioner, then the Trusts shall work together to investigate the relevant personal data breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the personal data breach can be apportioned.

29.1.3. If either Trust is the defendant in a legal claim brought before a court of competent jurisdiction ("Court") by a third-party in respect of a personal data breach, then unless the Trusts otherwise agree, the Trust that is determined by the final decision of the court to be responsible for the personal data breach shall be liable for the losses arising from such personal data breach. Where both Trusts are liable, the liability will be apportioned between the Trusts in accordance with the decision of the Court.

29.1.4. In respect of any losses, cost claims or expenses incurred by either Trust as a result of a personal data breach (the "Claim Losses"):

29.1.4.1. if a Trust is responsible for the relevant personal data breach, then that Trust shall be responsible for the Claim Losses;

29.1.4.2. if responsibility for the relevant personal data breach is unclear, then the Trusts shall be responsible for the Claim Losses equally.

30. Nothing in either Paragraph 28 or Paragraph 29 shall preclude the Trusts reaching any other agreement, including by way of compromise with a third-party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a personal data breach, having regard to all the circumstances of the personal data breach and the legal and financial obligations of the Trusts.

Termination

31. The Trusts acknowledge and confirm that neither of them shall be entitled to terminate this Agreement in consequence of any breach, including of this Part C of Schedule 6 in accordance with Clause 18 (Termination).

Sub-Processing

32. In respect of any Processing of Shared Personal Data performed by a third-party on behalf of a Trust, that Trust shall:

32.1. carry out adequate due diligence on such third-party to ensure that it is capable of providing the level of protection for the Shared Personal Data as is required by this Agreement, and provide evidence of such due diligence to the other Trust where reasonably requested; and

32.2. ensure that a suitable agreement is in place with the third-party as required under applicable Data Protection Legislation.

Data Retention

33. The Trusts agree to erase Shared Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Shared Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the Trust for statutory compliance purposes or as otherwise required by this Agreement), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.

Part D: Controller to Processor Agreement

Allocation of responsibilities

34. With respect to personal data under Control of one of the Trusts, as set out in Paragraph 37 below (“Personal Data”), the Trusts envisage that for the purpose of the Data Protection Legislation that they shall, at times, each serve as the Controller and the other as the Processor in respect of that Personal Data in accordance with the terms of this Part D of Schedule 6 (Controller to Processor Agreement) in replacement of paragraphs Part B of Schedule 6 (Data Protection).
35. Accordingly, the Trusts each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data in their respective roles as Controller and Processor.
36. The Controller retains control of the Personal Data and remains responsible for its compliance obligations under the Data Protection Legislation, including but not limited to, providing any required notices and obtaining any required consents, and for the written processing instructions it gives to the Processor.
37. A record will be maintained by both Trusts to detail the subject matter, duration, nature and purpose of the processing and the Personal Data categories and Data Subject types in respect of which a Trust will serve as the Processor and may process the Personal Data to fulfil the Joint Functions.
38. The Trusts acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Trust as Controller.

Undertakings of both Trusts

39. The Processor will only process the Personal Data to the extent, and in such a manner, as is necessary for the exercise of the Joint Functions in accordance with the Controller's written instructions. The Processor will not process the Personal Data for any other purpose or in a way that does not comply with this Agreement or the Data Protection Legislation. The Processor must promptly notify the Controller if, in its opinion, the Controller's instructions do not comply with the Data Protection Legislation.
40. The Processor must comply promptly with any Controller written instructions requiring the Processor to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorised processing.

41. The Processor will maintain the confidentiality of the Personal Data and will not disclose the Personal Data to third-parties unless the Controller or this Agreement specifically authorises the disclosure, or as required by domestic law, court or regulator (including the Commissioner). If a domestic law, court or regulator (including the Commissioner) requires the Processor to process or disclose the Personal Data to a third-party, the Processor must first inform the Controller of such legal or regulatory requirement and give the Controller an opportunity to object or challenge the requirement, unless the domestic law prohibits the giving of such notice.
42. The Processor will reasonably assist the Controller, at no additional cost to the Controller, with meeting the Controller's compliance obligations under the Data Protection Legislation, taking into account the nature of the Processor's processing and the information available to the Processor, including in relation to Data Subject rights, data protection impact assessments and reporting to and consulting with the Commissioner under the Data Protection Legislation.
43. The Processor (and any subcontractor) must not transfer or otherwise process the Personal Data outside the UK without obtaining the Controller's prior written consent.
44. The Processor may not authorise any third party or subcontractor to process the Personal Data without the agreement of the Controller. The Trusts agree that the Processor will be deemed by them to control legally any Personal Data controlled practically by or in the possession of its subcontractors.
45. The Processor must, at no additional cost to the Controller, take such technical and organisational measures as may be appropriate, and promptly provide such information to the Controller as the Controller may reasonably require, to enable the Controller to comply with:
 - 45.1. the rights of Data Subjects under the Data Protection Legislation, including, but not limited to, subject access rights, the rights to rectify, port and erase personal data, object to the processing and automated processing of personal data, and restrict the processing of personal data; and
 - 45.2. information or assessment notices served on the Controller by the Commissioner under the Data Protection Legislation.
46. The Processor must notify the Controller immediately in writing if it receives any complaint, notice or communication that relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Legislation.

47. The Processor must notify the Controller within 7 days if it receives a request from a Data Subject for access to their Personal Data or to exercise any of their other rights under the Data Protection Legislation.
48. The Processor will give the Controller, at no additional cost to the Controller, its full co-operation and assistance in responding to any complaint, notice, communication or Data Subject request.
49. The Processor must not disclose the Personal Data to any Data Subject or to a third-party other than in accordance with the Controller's written instructions, or as required by domestic law.
50. The Processor must at all times implement appropriate technical and organisational measures against accidental, unauthorised or unlawful processing, access, copying, modification, reproduction, display or distribution of the Personal Data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of Personal Data.
51. The Processor must implement such measures to ensure a level of security appropriate to the risk involved, including as appropriate:
 - 51.1. the pseudonymisation and encryption of personal data;
 - 51.2. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - 51.3. the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and
 - 51.4. a process for regularly testing, assessing and evaluating the effectiveness of the security measures.
52. The Processor will ensure that all of its employees:
 - 52.1. are informed of the confidential nature of the Personal Data and are bound by written confidentiality obligations and use restrictions in respect of the Personal Data;
 - 52.2. have undertaken training on the Data Protection Legislation and how it relates to their handling of the Personal Data and how it applies to their particular duties; and

- 52.3. are aware both of the Processor's duties and their personal duties and obligations under the Data Protection Legislation and this Agreement.

Breaches

53. The Processor will within 48 hours and in any event without undue delay notify the Controller in writing if it becomes aware of:

- 53.1. the loss, unintended destruction or damage, corruption, or unusability of part or all of the Personal Data. The Processor will restore such Personal Data at its own expense as soon as possible.
- 53.2. any accidental, unauthorised or unlawful processing of the Personal Data; or
- 53.3. any Personal Data Breach.

54. Where the Processor becomes aware of the matters set out in Paragraph 53 above, it will, without undue delay, also provide the Controller with the following written information:

- 54.1. description of the nature of the matters set out in Paragraph 53, including the categories of in-scope Personal Data and approximate number of both Data Subjects and the Personal Data records concerned;
- 54.2. the likely consequences; and
- 54.3. a description of the measures taken or proposed to be taken to address the matters set out in Paragraph 53, including measures to mitigate its possible adverse effects.

55. Immediately following any accidental, unauthorised or unlawful Personal Data processing or Personal Data Breach, the Trusts will co-ordinate with each other to investigate the matter. Further, the Processor will reasonably co-operate with the Controller at no additional cost to the Controller, in the Controller's handling of the matter, including but not limited to:

- 55.1. assisting with any investigation;
- 55.2. providing the Controller with physical access to any facilities and operations affected;

- 55.3. facilitating interviews with the Processor's employees, former employees and others involved in the matter including, but not limited to, its officers and directors;
 - 55.4. making available all relevant records, logs, files, data reporting and other materials required to comply with all Data Protection Legislation or as otherwise reasonably required by the Controller; and
 - 55.5. taking reasonable and prompt steps to mitigate the effects and to minimise any damage resulting from the Personal Data Breach or accidental, unauthorised or unlawful Personal Data processing.
56. The Processor will not inform any third-party of any accidental, unauthorised or unlawful processing of all or part of the Personal Data and/or a Personal Data Breach without first obtaining the Controller's written consent, except when required to do so by domestic law.
57. The Processor agrees that the Controller has the sole right to determine:
- 57.1. whether to provide notice of the accidental, unauthorised or unlawful processing and/or the Personal Data Breach to any Data Subjects, the Commissioner, other in-scope regulators, law enforcement agencies or others, as required by law or regulation or in the Controller's discretion, including the contents and delivery method of the notice; and
 - 57.2. whether to offer any type of remedy to affected Data Subjects, including the nature and extent of such remedy.
58. The Processor will cover all reasonable expenses associated with the performance of the obligations under Paragraphs 53 to 55 unless the matter arose from the Controller's specific written instructions, negligence, wilful default or breach of this Agreement, in which case the Controller will cover all reasonable expenses.
59. The Processor will also reimburse the Controller for actual reasonable expenses that the Controller incurs when responding to an incident of accidental, unauthorised or unlawful processing and/or a Personal Data Breach to the extent that the Processor caused such, including all costs of notice and any remedy as set out in Paragraph 57.

Warranties

60. Each Trust warrants and represents that, in acting as Processor:

- 60.1. its employees, subcontractors, agents and any other person or persons accessing the Personal Data on its behalf are reliable and trustworthy and have received the required training on the Data Protection Legislation;
- 60.2. it and anyone operating on its behalf will process the Personal Data in compliance with the Data Protection Legislation and other laws, enactments, regulations, orders, standards and other similar instruments;
- 60.3. it has no reason to believe that the Data Protection Legislation prevents it from providing any of the Joint Functions; and
- 60.4. considering the current technology environment and implementation costs, it will take appropriate technical and organisational measures to prevent the accidental, unauthorised or unlawful processing of Personal Data and the loss or damage to, the Personal Data, and ensure a level of security appropriate to:
 - 60.4.1. the harm that might result from such accidental, unauthorised or unlawful processing and loss or damage;
 - 60.4.2. the nature of the Personal Data protected; and
 - 60.4.3. comply with all applicable Data Protection Legislation and its information and security policies.

61. Each Trust warrants and represents that in acting as Controller, the Processor's expected use of the Personal Data for the Joint Functions and as specifically instructed by the Controller will comply with the Data Protection Legislation.

Impact assessment

62. The Trusts shall:

- 62.1. provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and
- 62.2. maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with this Agreement, in accordance with the terms of Article 30 UK GDPR.

Termination

63. The Trusts acknowledge and confirm that neither of them shall be entitled to terminate this Agreement in consequence of any breach, including of this Part D of Schedule 6 in accordance with Clause 18 (Termination).

Data retention

64. At the Controller's request, the Processor will give the Controller, or a third-party nominated in writing by the Controller, a copy of or access to all or part of the Personal Data in its possession or control in the format and on the media reasonably specified by the Controller.

65. On termination of this Agreement for any reason or expiry of its term, the Processor will securely delete or destroy or, if directed in writing by the Controller, return and not retain, all or any of the Personal Data related to this Agreement in its possession or control, only.

66. If any law, regulation, or government or regulatory body requires the Processor to retain any documents, materials or Personal Data that the Processor would otherwise be required to return or destroy, it will notify the Controller in writing of that retention requirement, giving details of the documents, materials or Personal Data that it must retain, the legal basis for such retention, and establishing a specific timeline for deletion or destruction once the retention requirement ends.

67. The Processor will certify in writing to the Controller that it has deleted or destroyed the Personal Data within 28 days after it completes the deletion or destruction.

Schedule 7 Scheme for Trust Board Appointments

Non-Executive Directors

Name	Position	Term end date
Lynda Thomas	Group Trust Board Chair	31 January 2026
David Crawford	Non-Executive Director	05 November 2026
Steve Crowe	Non-Executive Director	21 December 2026
Anna Gill	Non-Executive Director	14 October 2025
John Kennedy	Non-Executive Director	31 December 2027
Graham Nice	Non-Executive Director	14 October 2025
Njoki Yaxley	Non-Executive Director	30 April 2026

Executive Directors

Name	Position
Sarah Buchan	Chief Information Officer
Laura Clear	Director of Strategy and Transformation
Rachel Hawkins	Director of Corporate Affairs
Kate Howard	Chief Nursing and Allied Health Professional Officer
Dr Caroline Kavanagh	Chief Medical Officer
TBC	Chief Finance and Resources Officer
Anita Pisani	Chief People Officer and Deputy Chief Executive
Matthew Winn	Chief Executive Officer