

Service title: Equipu

Document ID number: GGI/010406/001 (new Partner version 10)

MINUTE OF AGREEMENT

Between and Among

Name all Partners including full postal address

WHEREAS:

(One) In terms of Section 1 of the Local Authorities (Goods & Services) Act 1970 a Local Authority may enter into an Agreement with respect to the supply of administrative or professional services to any public body.

(Two) X Council is a local authority, and NHS X,are all public bodies within the meaning of Section 1 of the said Act;

(Three) The Partners have reached agreement amongst themselves in respect of the provision of the Service hereinafter specified; and

(Four) The Partners have established a Steering Group which shall exercise the functions referred to in Clause FOUR hereof and otherwise act as specified hereunder;

THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

ONE INTERPRETATION

In this Agreement the following expressions shall have the meanings respectively ascribed thereto:

"Accession Agreement" means an agreement entered into between an Expansion Member and the Lead Partner in the form contained in Schedule E annexed to this Agreement:

"Agreement" means this Agreement, together with the Schedules (A - F) annexed hereto;

"Existing Members" means the Original Members plus such of the Expansion Members as have entered into a valid Accession Agreement with the Lead Partner so as to become full members of x Community Equipment Partnership (but only where such an Accession Agreement has commenced);

"Expansion Members" means X Council, X Council;

“x Partnership Information System” means the database utilised by the Service Provider to assist in and facilitate the delivery of the Service and to maintain records of the services and activities of the Service Provider towards the Service Users.

The **“X Partnership Strategic Resources”** are the staff directly employed by the Lead Partner but acting equally on behalf of all the Partners to ensure the effective development, implementation and monitoring of X Partnership, as more fully described in Clause Nine hereof.

The **“Joint Store Service”** is the service provided by the Service Provider and includes the services as specified in the Service Level Agreement.

“Lead Partner” means X Council.

“Member Partner” means all the Partners except X Council.

“Original Members” means the Lead Partner together with X NHS Board, and X Council;

The **“Partners”** means X Council as Lead Partner, and NHS X, and X Council as Member Partners.

“Prescribers” means staff belonging to the Partners organisations, who assess and order equipment, for Service Users.

The **“Project Manager”** means the officer appointed by the Lead Partner as the key strategic role to support all the Partners to monitor and further develop the Service, most effectively utilising the Partners resources available, to provide an efficient and effective equipment service. More particularly described in the job description, Schedule C, annexed to this Agreement;

“Service” means the use of Partners resources in the provision of the X Community Equipment Service (currently known as and referred to hereinafter as “X Partnership” which name may be changed subject to the agreement of the Steering Group) for the assessment, prescription, and demonstration of equipment for Service Users, effectively supporting Service Users to function within the community, more particularly described in Schedule A annexed to this Agreement;

The “**Service Level Agreement**” means the document which sets out the arrangements for the provision of the Joint Store Service, between the Service Provider and the Lead Partner (acting on behalf of all Partners) more particularly described in Schedule F, annexed to this Agreement;

The “**Service Provider**” means the contractor appointed by the Lead Partner from time to time on behalf of all the Partners to provide the Joint Store Service on behalf of all the Partners, the Service Provider at the commencement of this Agreement being X Council acting through its X Services

“**Service User**” means any person who requires an equipment service in accordance with the arrangements described in this Agreement;

The “**Steering Group**” means the group of officers, which has been established by, and among, the Lead Partner and the Member Partners as aforesaid;

TWO DURATION OF THIS AGREEMENT

- (i) Subject to Clause Two (ii) this agreement will commence on 1st April, 2008 notwithstanding the date or dates hereof, and shall continue thereafter till 1st April 2011.

Thereafter, the Agreement shall be renewable until 1st April 2013 and on a triennial basis thereafter. However, any Member Partner wishing to withdraw at the end of the relevant triennial period shall simultaneously intimate such intention to the other Partners. Such intention to withdraw shall require to be intimated on or before First April of the year prior to that in which it is intended that such notice shall have effect. If however, this affects a Partner’s continuing involvement, this can be reviewed at any Partners request.

- (ii) In respect of the Expansion Members, this Agreement shall only have effect in respect of each of those members from the date specified as the Commencement Date in an Accession Agreement entered into between that Expansion Member

and the Lead Partner; and until such Commencement Date for a particular Expansion Member, that Expansion Member shall have no rights or duties hereunder and (except in relation to Clause Sixteen (i) below) shall not be deemed to be a party to this Agreement.

THREE TERMINATION OF THE AGREEMENT

- (i) In the event of any Member Partner intimating its intention to withdraw, the Steering Group, in consultation with the Lead Partner shall carry out a review to determine the future viability of the Service following the withdrawal of such Member Partners, such review to include in its options termination of the Service and of this Agreement;
- (ii) Where the result of the review carried out by the Steering Group is that the Service and the Agreement should be terminated , the Steering Group shall work with the Lead Partner to facilitate an orderly wind-up of the Service;
- (iii) Any assets (whether financial, materials, or equipment) of the Service as at the date of termination shall be appropriately distributed among the Partners, by the decision of the Steering Group.
- (iv) If a Partner chooses to withdraw, they must give 12 months' prior written notice and will be liable for all additional direct costs, expenses and outgoings properly and reasonably incurred in the provision of the Service arising out of, or in consequence of that withdrawal from the Agreement;
- (v) The Chief Executive of the Lead Partner shall keep or cause to be kept full and accurate statements, accounts and records throughout the currency of this Agreement or any extension thereof, and of five years thereafter, relating to the matters referred to in this Agreement, and all such statements, accounts and records shall be preserved at such place as the Chief Executive shall nominate. The Member Partners shall be entitled to inspect such statements, accounts and

records, on giving reasonable prior notice, and to make any examination or audit which they may reasonably desire, and for this purpose the Chief Executive shall on reasonable notice produce to the Member Partners such information, statements, accounts or records as the Member Partners may reasonably request.

FOUR STEERING GROUP & SUB-GROUPS

- (i) The Steering Group shall have as its purpose the regulation of the provision of the Service, but that subject to the terms and provisions hereunder;
- (ii) The Lead Partner shall be entitled to nominate up to three officers to represent its interest on the Steering Group one of which will be a finance officer. NHS will also be entitled to nominate up to three officers, including a lead finance officer to reflect the span of service. Each other Existing Member shall be entitled to nominate up to two representatives one of which will be a lead finance officer. Any Member Partner who is not an Existing Member may be invited to send officers to attend meetings of the Steering Group but such officers shall be present as observers only and shall have no voting rights.
- (iii) Each Partner including the Lead Partner, shall be entitled to replace its nominated officer(s) on the Steering Group at any time, and also to send a substitute officer in his/her place, which substitute officer shall enjoy the same rights and privileges as the nominated officer;
- (iv) The Steering Group may invite a representative or representatives of the Service Provider to attend its meetings. The Steering Group may also invite other persons, representing appropriate professional or other interests, to attend its meetings from time to time. No representatives attending in terms of this sub-clause will be entitled to vote;

- (v) The Lead Partner will convene meetings of the Steering Group at regular 12 weekly intervals. The Lead Partner shall give to the other Member Partners at least fourteen days' notice in writing of any ordinary meeting. The quorum of the Steering Group shall be a number of nominated officers equal to the number of Existing Members at the time the meeting takes place plus one, and shall include at least one officer from each of the Existing Members. Each nominated officer shall have one vote and decisions will be taken by a majority of those present and voting. Any other Existing Member shall be entitled to convene meetings of the Steering Group, and that on giving to the other Partners at least twenty one days' written notice of such meeting, which notice shall clearly specify the reason for such additional meeting, and the business to be transacted thereat;
- (vi) The Steering Group will be chaired by one of the nominated officers of the Lead Partner. The role of Vice Chair will be rotated across the Existing Members (following membership of one year). The Chairperson will require to consider with the other nominated officers of the Steering Group the manner in which the aims and objectives of the Service are achieved and measured; and
- (vii) The Steering Group will be responsible for exercising the following:-
 - a) Agreeing funding proposals by December in each year in respect of arrangements for the Service in the following year;
 - b) Monitoring usage of the Service by all Partners;
 - c) Ensuring that satisfactory arrangements are in place to monitor the standard of Service;
 - d) Agreeing any changes which may be proposed to the Service Specification as set out in Schedule A to this Agreement, or to any of the terms hereof;
 - e) Monitoring, developing and agreeing the operational arrangements between the Partners, and the roles and responsibilities of Prescribers, as defined

within the Joint Protocol contained in Schedule D to this Agreement, including, where appropriate, agreeing variations to the Joint Protocol.

- f) Agreeing and reviewing the terms of the Service Level Agreement (as defined in Clause 1) to which the Service Provider is to adhere, and to monitor the performance of the Service Provider, including the provision of information by the Service Provider;
 - g) Considering applications from other public bodies, which seek to become a party to this Agreement in terms of Clause EIGHT hereof;
 - h) Approving any proposal by the Lead Partner to appoint a new Service Provider, other than the appointment of X (Services) in terms of Clause Thirteen (iii)
- (viii) Sub-groups will be established by the Steering Group as required. The Project Manager will chair each Sub-group. Each Sub-Group will report directly to the Steering Group for final approval of all recommendations. Representation on the current Sub-Groups will be as follows:
- a) **Operational Development & Protocol Group** - members will include management representatives from the Service Provider; each Partner will nominate Operational Managers representing professional staff Groups as well as service wide interests.
 - b) **Equipment Review Group** – members will include Service Provider Joint Store Manager; each Partner will nominate appropriate professional staff.
 - c) **Finance Group** – Partners will each nominate lead finance representative.

FIVE SERVICE SPECIFICATION

- (i) The Service is as described in the Service Specification in Schedule A to this Agreement. Any changes made to the Service Specification will be in writing and signed by all parties to the Agreement.

SIX FINANCIAL ARRANGEMENTS

- (i) This agreement shall operate subject to the standing orders and financial regulations of the Lead Partner insofar as these may be varied from time to time;
- (ii) The annual budget for the Service will be proposed by the Service Provider, for agreement by all Partners. Each Partner's contribution will be determined by the associated activity levels of each Partner, and agreed by all Partners in each year by the Thirty first of December Two Thousand and seven, and so on thereafter;
- (iii) The Chief Executive of the Lead Partner shall prepare the Annual Report and Accounts of the Service to Thirty first of March and submit them to the Steering Group no later than Thirty first August following. Any deficit in the budget of the Service identified in the accounts shall be reported to the Steering Group for agreement by all Partners on how this will be paid, dependent on deficit responsibility. Any surplus in the budget of the Service identified in the accounts may at the discretion of the Steering Group, be distributed amongst the Member Partners, pro rata ;
- (iv) It is agreed by the Member Partners that the costing of the Service shall include an allowance for the costs necessarily and reasonably incurred by the Service Provider for financial and management services provided by the relevant services of the Lead Partner as support for the Service Provider, the amount of the fee to be agreed by the Steering Group on an annual basis, charged to the Partners as part of the service cost.

- (v) Any anticipated capital expenditure or non-recurring revenue expenditure which requires additional contributions from the Partners will be agreed by the Steering Group and collected by the Lead Partner in such manner as it may decide, following agreement with the Steering Group.

SEVEN DEFAULT IN PAYMENTS

- (i) In the event that any Member Partner fails to make any payment due under this Agreement interest thereon will run from the day following the date upon which the money became due and payable until such sum is paid in full, and that at a rate of two per centum per annum above the base rate of The Royal Bank of Scotland plc as adjusted from time to time;
- (ii) Where a Member Partner remains in default for more than two quarters it will lose its right to participate in the Steering Group and the Service may be withdrawn by a decision of the Steering Group, and that until the Chief Executive of the Lead Partner has confirmed to the Steering Group that all sums due by the defaulting authority, as well as interest thereon, have been duly paid. Following such payment, the Steering Group will vote at its next meeting on whether to approve the re-admission of the defaulting member; and
- (iii) Notwithstanding the foregoing generality, the Lead Partner and the Member Partners reserve all other rights to recover the outstanding sums which may be competent, including the right to instigate proceedings in any competent Court.

EIGHT NEW MEMBERS

- (i) The Steering Group may allow other public bodies to join the Service, and that on such terms and conditions as the Steering Group may stipulate as described in

Schedule B annexed to this Agreement, and subject to the terms of sub-clause (iii) below.

- (ii) The Member Partners agree that the Lead Partner shall enter into any deeds or agreements which may be required on behalf of the Member Partners in connection with the admission of other public bodies to the Service and that any Deeds or Contracts thus entered into shall be valid and binding upon all Member Partners, notwithstanding that any such Agreement shall not have been executed by or on behalf of all the Member Partners;
- (iii) On the accession of any public body as a new member, the Steering Group, with the agreement of the Chief Executive of the Lead Partner, may effect any necessary and consequential changes to the financial arrangements specified in Clause SIX hereof.
- (iv) In respect of any of the Expansion Members, the Lead Partner shall not enter into any such Accession Agreement without the prior approval of the Steering Group. The Lead Partner shall notify all Existing Members as soon as practicable when entering into any Accession Agreement.

NINE STRATEGIC RESOURCES

- (i) On behalf of all Partners the Lead Partner will employ a full time Project Manager and additional support staff as required to ensure the effective development, implementation and monitoring of the Service. These staff form the X Partnership Strategic Resources.
- (ii) The X Partnership Strategic Resources are employed on behalf of all Partners and will strive to equally support and represent the views and interests of each Partner for the greater good of the Service as a whole.
- (iii) For the duration of this Agreement the X Partnership Strategic Resources shall be subject to the Lead Partner's employee-related policies and procedures including

such matters as terms and conditions of employment including pay; grievance and discipline; recruitment; termination of employment; absence; staff development; training and supervision.

- (iv) Resource requirements will be reviewed annually.
- (v) The Project Manager will develop and submit a Workplan to the Steering Group for approval and thereafter manage the approved work plan to monitor and support the development of the Service. The key functions and duties and responsibilities of the Project Manager are detailed in Schedule C annexed to this Agreement. Without prejudice to the foregoing, the Steering Group will negotiate with the Service Provider a Service Level Agreement for the provision of the Services to all the Partners and will monitor the Service Level Agreement from time to time to reflect the resources available within the Service Provider and the budget available to all the Partners.
- (vi) Any changes to grading, salary structures within the Service, or the termination of the employment of the strategic resources staff, will be subject to agreement by the Steering Group prior to implementation.
- (vii) In the event that the Project Manager becomes unable to attend for duty, the Lead Partner undertakes to provide appropriate arrangements.
- (viii) For the avoidance of doubt, it should be noted that the X Partnership Strategic Resources are not responsible for the provision of the Store Service, this being a matter for the Service Provider and the staff employed by the Service Provider to provide the Service

TEN LEAD PARTNER'S RESPONSIBILITIES

- (i) The Lead Partner is responsible for operating the Service in accordance with the Service Specification set out in Schedule A to this Agreement and ensuring that the

requirements of the Service Level Agreement are adhered to by the Service Provider. The Lead Partner will report to the Steering Group on a quarterly basis providing such information as may reasonably be required in connection with the management arrangements for the Service, and receive required instructions.

- (ii) The Steering Group is responsible for setting a budget in consultation with and subject to the agreement of the Lead Partner so as to secure the standard and viability of the Service and value for money;
- (iii) Without prejudice to the terms of Clause FOUR (v) hereof, the Lead Partner will supply to Member Partners such information as is reasonably required and that on a quarterly basis, including information regarding the use of the Service by Service Users from each Partner's area. The nature and format of information to be supplied will be determined by the Steering Group, taking due account of the constraints of available resources;

ELEVEN ACCESS TO SERVICE

Criteria and procedures for access to the Service are as set out in the Service Specification more particularly described in Schedule A annexed to this Agreement.

TWELVE RESOLUTION OF DISPUTES

- (i) Where agreement cannot be reached by the Steering Group, or where a dispute arises, or where Member Partners are not satisfied that matters have been dealt with timeously or reasonably by the Steering Group or by the Lead Partner, the matter shall be referred to the appropriate Heads of Service within each of the Partners in dispute, and thereafter escalated through the respective management hierarchies of the Partners, and ultimately up to the level of Chief Executive. Thereafter, any unresolved matters may be referred to mediation, the mediator to be chosen by mutual consent between the Partners in dispute or, in the event that

they cannot agree, to be chosen by the President of the Law Society of Scotland. If mediation is unable to resolve the dispute or the mediator or President determines that the matter is unsuitable for mediation, then the dispute may be referred by any Partner to arbitration. The arbiter shall be appointed jointly by the Directors of the respective Partners who are in dispute, and failing agreement as to the choice of arbiter, the arbiter shall be selected by the President of the Law Society of Scotland.

- (ii) The Arbiters' decision on the matter and any award of expenses relating to such arbitration shall be final and binding by all parties. The operation of Section 3 of the Administration of Justice (Scotland) Act 1972 is excluded.
- (iii) Notwithstanding any dispute or disagreement the Partners shall, as far as is reasonably practicable, continue to comply with their obligations under this agreement.

THIRTEEN ASSIGNATION

- (i) No rights or obligations arising from the Agreement may be assigned by any of the Partners except with the prior written consent of all other Partners.
- (ii) The Lead Partner may, with the prior agreement of the Steering Group, terminate the Service Level Agreement with the Service Provider and procure and appoint a replacement Service Provider to provide the services to all the Partners hereto in place of the Service Provider. The terms and conditions of appointment of any such replacement Service Provider shall be subject to the prior approval of the Steering Group.

FOURTEEN DATA PROTECTION, CONFIDENTIALITY & FREEDOM OF INFORMATION

- (i) All information of a private or confidential nature provided to the Lead Partner by the Member Partners and to the Member Partners by the Lead Partner, for the purposes of the provision of the Service shall be held in the strictest confidence and shall not at any time nor for any reason be disclosed to any third party, except where a Member Partner or the Lead Partner is required to do so by reason of any Council proceedings, Court Order or Statute

- (ii) All Partners hereby agree to abide by their respective duties under the Data Protection Act 1998 (“DPA”) and shall ensure that they have and maintain an appropriate notification with the Information Commissioner in terms which cover their membership and use of the Service. Without prejudice to the generality of this clause, the following rules shall be applied between the Partners in allocating those duties amongst themselves:
 - (ii).1 The data controller for purposes of the DPA shall initially be the Partner referring the Service User to the Service.

 - (ii).2 The Lead Partner shall appoint the Service Provider as a data processor acting on behalf of the Partners in order to permit the Service Provider to provide the requisite services, and shall ensure that the processing by the Service Provider will be and is subject to technical and organisational security measures of a sort which, if the Service Provider were the data controller in respect of that data, would satisfy the Seventh Data Protection Principle, and is subject through a contract in writing to all the other requirements to be imposed on data processors in terms of paragraphs 11 and 12 of Schedule 1 part II of the DPA. To the extent that

the Service Provider is the same legal person as the Lead Partner, the Lead Partner hereby undertakes to ensure that its processing of the personal data provided to it shall in all respects comply with these provisions as though the Service Provider were a separate legal person who had been appointed as a data processor in terms of an appropriately-drafted contract, and that it will only process that data in accordance with the instructions of the Member Partner who is the data controller in respect of that data. At any time such Member Partner may require the data processor to stop processing personal data in respect of which the said Member Partner is the data controller and to delete such information or return it to the said Member Partner. In the event that the data processor wishes to sub-contract any element of the processing, it shall impose on any sub-contractor the same contractual obligations in respect of data protection security as have been established in terms of this Agreement. The written approval of the data controller must be obtained prior to any such sub-contracting. The data processor will ensure that all staff who are involved in processing on behalf of the data controller receive appropriate training in data protection procedures and that records of the content of training and staff attendance at such training are retained by the data processor and are available for review by the data controller on request.

- (ii).3 Each Partner having access to the personal data of a Service User on the X Partnership Information System shall be deemed to be a data controller of that personal data to the extent that they have so accessed the data in question. For the avoidance of doubt, all Partners so far as it is within their power agree only to access the personal data of Service Users to whom they are providing Services (or whom they are assessing with a

view to providing Services if required and available) and cease access thereto in the event of termination or expiry of this Agreement. It shall be a breach of this Agreement for any Partner (or the staff or agents of any Partner) deliberately to access, or seek to access, personal data on the X Partnership Information System where the data subject is not someone to whom they are providing Services (or whom they are assessing with a view to providing Services if required and available)

- (ii).4 If any Partner who is a data controller of personal data contained in the X Partnership Information System discovers or is informed that some or all of that data are inaccurate, that Partner shall as soon as practicable notify the Lead Partner, requiring the Lead Partner to correct the data and the Lead Partner shall notify all other Partners who are also data controllers in respect of that data of the correction.
- (ii).5 Any Partner discovering a breach of information security or other unauthorised processing (including disclosure or loss) of personal data which is being processed in terms of this Agreement shall promptly notify the other Partners that this has happened. Where the breach etc. is attributable to the acts or omissions of a particular Partner, that Partner shall as soon as practicable provide all the other Partners with a written account of what happened and the steps which that Partner has taken or proposes to take in order (1) to mitigate the effects of the breach etc., and (2) to prevent any recurrence of this.
- (ii).6 It shall be the duty of any Partner receiving a request made by a data subject under sections 7 or 10 of the DPA to deal with it in accordance with the DPA. The Lead Partner shall provide any and all necessary

cooperation to any Member Partner to permit that Member Partner to fulfil its obligations under the said sections 7 or 10 and shall ensure that the Service Provider is similarly obliged to cooperate.

- (ii).7 Upon termination or expiry of this Agreement, all processing by the data processor will end except for any processing required by law or which is necessary to bring this Agreement to an end.
- (iii) In this Agreement the expressions “personal data”, “data controller”, “data processor”, “data subject”, “Information Commissioner”, “processing” and “process” shall have the meanings assigned to them by the DPA; and the “Seventh Data Protection Principle” shall mean the Seventh Principle set out in Part I of Schedule 1 to that Act.
- (iv) If any of the Partners to this Agreement receives a request for information under the Freedom of Information (Scotland) Act 2002 (or, to the extent that it is relevant, a request under the Environmental Information (Scotland) Regulations 2004) and this information relates to the Service, then the following provisions shall have effect:

 - (iv).1 The Partner receiving such a request (“the Receiving Partner”) shall, as soon as practicable after receiving it, ascertain whether the information in question originated with one of the other Partners (“the Originating Partner”) and is only held by the Receiving Partner as a consequence of this Agreement. In such a case, the Receiving Partner shall immediately notify the Originating Partner of the request, seeking the Originating Partner’s views on the disclosure or otherwise of the information in question. The Receiving Partner shall give all due weight to the received opinion of the Originating Partner but shall be entitled to reach its own view on disclosure of the information in question, including deciding to

disclose the information even where the Originating Partner has objected to such disclosure or has failed to respond to the request for an opinion on this.

- (iv).2 If the request for information includes a request for personal data relating to a Service User or prospective Service User, and where such personal data is held on the X Partnership Information System, the Partners agree that (unless the Service Users who are the data subjects to whom the requested information relates agree otherwise) then to the maximum extent permitted by the relevant legislation, they will resist disclosure of this information.
- (iv).3 The Partners agree that the Service Provider holds X Partnership information on behalf of the Partners and not on its own behalf. The Lead Partner shall ensure that the Service Provider is obliged to provide all reasonable cooperation to the Partners in relation to responding for requests for information.
- (iv).4 Any Partner which releases information relating to the Service pursuant to a request under the Freedom of Information (Scotland) Act 2002 or the Environmental Information (Scotland) Regulations 2004 shall promptly inform the other Partners that they have done so and shall provide the other Partners with a copy of the response sent to the person or body which requested the information (subject to any redaction of personal data contained in the response).

FIFTEEN FORCE MAJEURE

- (i) For the purposes of the Agreement, Force Majeure shall mean any cause affecting the performance by a Member Partner of its obligations arising from acts, events, omissions, happenings or non happenings beyond its reasonable control including (but without limiting the generality thereof) fire, flood, lightning, strikes, or any disaster or any industrial dispute affecting a third party for which a substitute third party is not reasonably available. Such cause will only be considered Force Majeure if it is not attributable to the wilful act, neglect or failure to take reasonable precaution of the Member Partner relying on this clause;
- (ii) No Member Partner shall in any circumstances be liable to the other Member Partners for any loss of any kind whatsoever whether directly or indirectly caused to or incurred by the other Member Partners by the reason of any failure or delay in the performances of its obligations hereunder which is due to Force Majeure; and
- (iii) If any Member Partner shall become aware of circumstances of Force Majeure which give rise to any such failure or delay on its part, that Member Partner shall forthwith notify the other Member Partners in writing by the most expeditious method then available and shall inform the others of the period which it is estimated that such failure or delay shall continue.

SIXTEEN VARIATION

- (i) Subject to Clause 4 (vii) (e), the terms of this Agreement may only be varied by execution of a Minute of Variation signed by all the Partners.

SEVENTEEN LAW

(i) This Agreement shall be construed in accordance with the laws of Scotland and shall be subject to the jurisdiction of the Scottish Courts.

EIGHTEEN REGISTRATION

(i) The parties hereto consent to registration hereof for preservation; IN WITNESS WHEREOF consisting of this and the previous twenty pages together with the four schedules annexed hereto are executed as follows: -

Executed for and on behalf of	X Council	NHS X
Signature		
Name (Print)		
Job Title (Print)		
Date of Signature (Print)		
Location		
Before this Witness		
Witness Signature		
Witness Name (Print)		
Witness Address (Print)		
Job Title (Print)		

Executed for and on behalf of	X Council	X Council
Signature		
Name (Print)		
Job Title (Print)		
Date of Signature (Print)		
Location		
Before this Witness		
Witness Signature		
Witness Name (Print)		
Witness Address (Print)		
Job Title (Print)		
