

# Memorandum of understanding for joint working by public bodies

## Flintshire and Denbighshire Joint Archive

This agreement is dated 13 November 2023

### PARTIES

- (1) DENBIGHSHIRE COUNTY COUNCIL of Wynnstay Road, Ruthin Denbighshire (DCC)
- (2) FLINTSHIRE COUNTY COUNCIL of Raikes Lane, Mold, Flintshire (FCC)

### 1. BACKGROUND

1.1 DCC and FCC have been working together on the Project detailed in [Annex A \(Project\)](#) since 2019.

1.2 The Parties wish to record the basis on which they will continue to collaborate with each other on the Project. This Memorandum of Understanding (**MoU**) sets out:

- (a) the key objectives of the Project;
- (b) the principles of collaboration;
- (c) the governance structures the Parties will put in place; and
- (d) the respective roles and responsibilities the Parties will have during the Project.

### 2. KEY OBJECTIVES FOR THE PROJECT

2.1 The Parties shall undertake the Project to achieve the key objectives set out in [Annex A](#) to this MoU (**Key Objectives**).

2.2 The Parties acknowledge that the current position with regard to the Project and the contributions already made (financial and otherwise) are as detailed in the [Annex A](#) to this MoU.

### 3. PRINCIPLES OF COLLABORATION

3.1 The Parties agree to adopt the following principles when carrying out the Project (**Principles**):

- (a) collaborate and co-operate. Establish and adhere to the governance structure set out in this MoU to ensure that activities are delivered and actions taken as required;
- (b) be accountable. Take on, manage and account to each other for performance of the respective roles and responsibilities set out in this MoU;
- (c) be open. Communicate openly about major concerns, issues or opportunities relating to the Project;
- (d) learn, develop and seek to achieve full potential. Share information, experience, materials and skills to learn from each

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other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;

- (e) adopt a positive outlook. Behave in a positive, proactive manner;
- (f) adhere to statutory requirements and best practice. Comply with applicable laws and standards including EU procurement rules, data protection and freedom of information legislation;
- (g) act in a timely manner. Recognise the time-critical nature of the Project and respond accordingly to requests for support;
- (h) manage stakeholders effectively;
- (i) deploy appropriate resources. Ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this MoU. [In particular the Parties agree to make the contributions detailed in [Annex C](#) to this MoU]; and
- (j) act in good faith to support achievement of the Key Objectives and compliance with these Principles.

## 4. PROJECT GOVERNANCE

### 4.1 Overview

The governance structure defined below provides a structure for the development and delivery the Project.

### 4.2 Guiding principles

The following guiding principles are agreed by both Parties on which the Project Board will operate:

- (a) members of the Board to provide strategic oversight and direction;
- (b) Board be based on clearly defined roles and responsibilities at organisation, group and, where necessary, individual level;
- (c) that decision making required for the Project is aligned both in terms of timing and level in both organisations (e.g. that papers are considered at Cabinet at the same meeting month in both Flintshire and Denbighshire County Councils)
- (d) that Board membership be aligned with Project scope [and each Project phase] (and may therefore require changes over time);
- (e) that Board utilise existing organisational, group and user interfaces in carrying out its work;
- (f) that Board provide coherent, timely and efficient decision-making; and
- (g) that Board correspond with the key features of the Project governance arrangements set out in this MoU.

### 4.3 Project Executives

- (a) **Project Executives** provide overall strategic oversight and direction to the Project Board. Project Executives are:

**Denbighshire County Council:** Chief Executive – Graham Boase

**Flintshire County Council:** Chief Executive – Neal Cockerton

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(b) Project Executives shall receive updates from the Project Sponsors - Head of Housing and Communities Service, Denbighshire County Council, and Chief Officer Education & Youth, Flintshire County Council, at no later than quarterly intervals. The Project Board may provide decision recommendations to the Project Executives for decisions deemed large enough. However, this is by exception and it is expected most decision making is taken at Project Board level chaired by Project Sponsors.

(c) In the circumstance of personnel changes the aforementioned will be replaced by their successor or, if the post is no longer there, a manager of equivalent standing or above.

### 4.4 Project Board

(a) The Project Board will provide the strategic management for Project, chaired by Project Sponsors. The Project Manager works to the Project Board and will provide assurance to the Project Board that the Key Objectives are being met and that the Project is performing within the boundaries set by the Project Board.

(b) The Project Board consists of representatives from each of the Parties. The Project Board shall have responsibility for the creation and execution of the Project plan and deliverables, and therefore it can draw technical, commercial, legal and communications resources as appropriate into the Project Board. The core Project Board members are:

Liz Grieve	<b>Project Executive</b> and Head of Housing and Customer Services, Denbighshire County Council
Craig Berry	NEWA Joint Archive Service Manager, employed by Denbighshire County Council
Cllr Emrys Wynne	Cabinet Member for Welsh Language, Culture and Heritage, Denbighshire County Council
Cllr Christopher Bithell	Cabinet Member for Planning and Public Protection, Flintshire County Council
Claire Homard	<b>Project Executive</b> and Chief Officer Education & Youth, Flintshire County Council
Sian Lloyd Price	Project Manager, Denbighshire County Council

The Project Board shall meet monthly.

(c) In the circumstance of personnel changes the aforementioned will be replaced by their successor or, if the post is no longer there, a manager of equivalent standing or above.

### 4.5 Reporting

Project reporting shall be undertaken at two levels:

(a) **Project Board:** Minutes and actions will be recorded for each Project Board meeting. Any additional reporting requirement shall be at the discretion of the Project Board.

(b) **Organisational:** The Project Board members shall be responsible for drafting reports into their respective sponsoring organisation as required for review by the Project Board before being issued.

## 5. ROLES AND RESPONSIBILITIES

5.1 The Parties shall undertake the following roles and responsibilities to deliver the Project:

Activity	Denbighshire County Council	Flintshire County Council
Project Management	Lead	Assure
Phase I- Single Shared Service	Lead	Assure
Phase II- New Building	Assure	Lead
Phase III – Activity Plan	Assure	Lead

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National Lottery Heritage Fund Major Grant Application	Assure	Lead
Accountable Body (financial manager for the Project and main contact with bodies as the project is developed)	Lead	Assure
Accountable Body (financial manager for the Project related to any major grants that are secured)	Assure	Lead
ICT	Lead	Assure

### 5.2 For the purpose of the table above:

**(a) Lead:** the Party that has principal responsibility for undertaking the particular task, and that will be authorised to determine how to undertake the task. The Lead must act in compliance with the Objectives and Principles at all times, referring back to Project Board, and consult with the other Party in advance if they are identified as having a role to Assure the relevant activity;

**(b) Assure:** the Party that will defer to the Lead on a particular task, but will have the opportunity to review and provide input to the Lead before the Lead takes a final decision on any activity. All assurance must be provided in a timely manner. Any derogations raised must be limited to raising issues that relate to specific needs that have not been adequately addressed by the Lead and/or concerns regarding compliance with the Key Objectives and Principles.

### 5.3 Within 3 months of the date of this MoU the Party with the lead role for any aspect of the Project shall continue to develop a delivery plan for that part of the Project which shall identify the following:

- (a)** the key milestones for the delivery the Key Objectives;
- (b)** what employees (other than employees identified in this MoU) will be required to work on the Project itself;
- (c)** whether any staff will need to be seconded from one Party to the other;
- (d)** what staff will require access to the premises of the other Party;
- (e)** What cost allocation model, if any, will be deployed to fund the task needing to be completed.

Each delivery plan must be approved by the Project Board prior to being implemented.

## 6. ESCALATION

**6.1** If either Party has any issues, concerns or complaints about the Project, or any matter in this MoU, that Party shall notify the other Party and the Parties shall then seek to resolve the issue by a process of consultation. If the issue cannot be resolved within a reasonable period of time [10 working days], the matter shall be escalated to the Project Board, which shall decide on the appropriate course of action to take.

**6.2** If either Party receives any formal inquiry, complaint, claim or threat of action from a third Party (including, but not limited to, claims made by a supplier or requests for information made under the Freedom of Information Act 2000) in relation to the Project, the matter shall be promptly referred to the Project Board (or its nominated representatives). No action shall be taken in response to any such inquiry, complaint, claim or action, to the extent that such response would adversely affect the Project, without the prior approval of the Project Board (or its nominated representatives). However, each Party must comply with its legal obligations and time frames under any specific legislation relevant. No Party should put itself in a detrimental position because the Board hasn't managed to meet or make a decision for example.

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### 7. INTELLECTUAL PROPERTY

**7.1** The Parties intend that [notwithstanding any secondment] any intellectual property rights created in the course of the Project shall vest in the Party whose employee created them (or in the case of any intellectual property rights created jointly by employees of both Parties in the Party that is lead Party noted in [Clause 5](#) above for the part of the Project that the intellectual property right relates to).

**7.2** Where any intellectual property right vests in either Party in accordance with the intention set out in [Clause 7.1](#) above, that Party shall grant an irrevocable licence to the other Party to use that intellectual property for the purposes of the Project.

### 9. CHARGES AND LIABILITIES

**9.1** Except as otherwise provided, the Parties shall each bear their own costs and expenses incurred in complying with their obligations under this MoU.

**9.2** The Parties agree to share the costs and expenses arising in respect of the Project between them in accordance with the Contributions Schedule set out in [Annex C](#) to this MoU.

**9.3** Both Parties shall remain liable for any losses or liabilities incurred due to their own or their employee's actions and neither Party intends that the other Party shall be liable for any loss it suffers as a result of this MoU.

### 10. STATUS

**10.1** This MoU is not legally binding, and no legal obligations or legal rights shall arise between the Parties from this MoU. The Parties enter into the MoU intending to honour all their obligations.

**10.2** Nothing in this MoU is intended to, or shall be deemed to constitute either Party as the agent of the other Party, nor authorise either of the Parties to make or enter into any commitments for or on behalf of the other Party.

### 11. GOVERNING LAW AND JURISDICTION

This MoU shall be governed by and construed in accordance with the laws of England and Wales and, without affecting the escalation procedure set out in [Clause 6](#), each Party agrees to submit to the exclusive jurisdiction of the courts of Wales.

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**Signed for and on behalf of DCC**

Signature:

Name: Liz Grieve

Position: Head of Housing & Communities Service

Date: 13/11/23

**Signed for and on behalf of FCC**

Signature:



Name: Neal Cockerton (on behalf of Claire Homard)

Position: Chief Executive

Date: 13/11/23

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### CONTACT POINTS

#### **Authority One**

#### **Denbighshire County Council**

Name:

Liz Grieve

Office address:

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Ruthin

Denbighshire

LL15 1YN

Tel No:

01824 708019

E-mail Address:

Liz.grieve@denbighshire.gov.uk

#### **Authority Two**

#### **Flintshire County Council**

Name:

Claire Homard

Office Address:

Flintshire County Council

County Hall

Raikes Lane

Mold

Flintshire

CH7 6ND

Tel No:

01352 704190

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E-mail Address:

claire.homard@flinshire.gov.uk

### **ANNEX A - THE PROJECT**

#### **Project overview**

To provide a sustainable, efficient and improved archive service for Denbighshire & Flintshire via:

- PHASE 1 - the creation of a single shared service.
- PHASE 2 - the construction of a new purpose built building, (ideally to Passiv Haus standard), adjacent to Theatr Clwyd, Mold, to house both the physical Archives and the new Service operations.
- PHASE 3- an associated 3 years activity plan which will deliver a revolutionary and radical archive offer to the public.

Phases 2 and 3 are dependent on National Lottery Heritage Fund funding. If NLHF cannot be secured, then PHASE 1- the creation of a single shared service would still be progressed, and other options progressed to deliver a permanent solution to the accommodation issues.

#### **The Key Objectives**

##### Phase 1 - Single Shared Service

The Project will deliver a single shared service covering Flintshire County Council and Denbighshire County Council to start with, with the potential to extend to more partners in the future.

The service has been created via structured informal collaboration initially with associated agreements and a cost allocation model put in place. This model is reviewed at least annually with the potential to move to a formal delegation of service from one organisation to the other at a later date if Parties deem it appropriate.

A new joint archive manager role was to be created to manage this single shared service and seconded to Denbighshire County Council as the employing authority for that role for a 12-month period to begin with, with a look to extend if the funding application to NLHF is successful. The wider staff groups will remain on their current contracts with their existing employer. The Project Board will oversee the business change that will be required as the Service works towards a new operating model, which may include some earlier appointments to key roles as opportunities present themselves within the existing staff structure.

The Single shared service went live in 1<sup>st</sup> April 2020, and the Joint Archive Service Manager secondment commenced in January 2020.

The Vision for the Joint Service is: 'We will use the rich documentary heritage of NE Wales to inspire, educate and entertain people'.

The Mission for the Joint Service is: Our mission is to preserve our collections for future generations and to engage people with the documentary heritage of NE Wales.

It will deliver upon the following objectives:

- deliver the long-term creation of a resilient, relevant combined service
- delivering into the heart of its communities to support skills
- play its part in The Wellbeing of Future Generations Act
- securing historic collections, diversifying audiences, volunteers and depositors.



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### Phase 2- New Building

The Project will deliver an accommodation solution for the new, single shared service.

The first choice option was a purpose-built, 'state of the art', Passivhaus archive building adjacent to Theatr Clwyd, Mold using NLHF Heritage Horizon grant (unlimited). The second choice option is a purpose-built archive building adjacent to Theatr Clwyd, Mold using NLHF Wales standard grant (up to maximum £5m). The third choice option is the conversion of an existing or procured asset into environmentally controlled storage, vacation of existing Archive building, no external grant funding but should not cost more than the 2 authorities would need to put in as match funding to a NLHF funded project. The fourth choice option is the retention of existing archive buildings (Ruthin and Hawarden) and the utilisation of commercial storage to house expanding collections.

### Phase 3- Activity Plan

Alongside the new building, if option 1 or 2 is progressed using NLHF funding, the Project will deliver a 3 years activity plan which will deliver the preparation of resources, service offering and partnerships in the lead up to the new building opening and in the first 18 months of the new building operating.

#### **The existing position and contributions already made**

As at 13<sup>th</sup> November 2023 the Project position is as follows:

- Project Board set up and meeting monthly
- Project Brief presented to Informal Cabinet at both organisations in November 2018
- Business case shared with Chief Officer Group, (FCC) and Strategic Investment Group, (DCC) in September 2019 and politically in November 2019.
- Welsh Government Museum, Archive and Libraries Division (MALD) grant funding secured with Denbighshire County Council administering the grant
- Informal reports to both Cabinets in September 2021, regarding the next steps further to the unsuccessful HLF Heritage Horizon Award funding application.
- National Lottery Heritage Funding Expression of Interest was successful and Round 1 application is due to be submitted in November 2021.
- Cabinets of both authorities are aware of the project application and the NLHF Local Authority match funding requirement; in respect of FCC there is a signed decision.
- NLHF application submitted in November 2021 was withdrawn in February 2022
- Update shared with Chief Officer Group (FCC) and Informal Cabinet(FCC) in January 2023, endorsed support for new NLHF application in 2023
- Business Case shared with Capital Scrutiny Group (DCC) in September 2023, and Cabinet in 2023, where the NLHF Local Authority match funding requirement was approved.
- Project Manager was appointed by Denbighshire County Council to work 1 day per week on the Project up until 30<sup>th</sup> September 2019 and since 2 days per week on the Project up until 31<sup>st</sup> March 2023.
- Joint Archive Service Manager commenced 1<sup>st</sup> January 2020, and post was made permanent in December 2022.

Contributions (including commitments) already made by both Parties as at 31<sup>st</sup> March 2023:

	<b>DENBIGHSHIRE COUNTY COUNCIL</b>	<b>FLINTSHIRE COUNTY COUNCIL</b>
Welsh Government MALD grant funding 2018/19- match	£200	£200
Project Management 1 day a week for 6 months (1 <sup>st</sup> April- 30 <sup>th</sup> Sept 2019)	£5149.50	£5149.50
Revenue feasibility monies	£4987.50	£4987.50
Joint Archive Service Manager for 12 months (1 <sup>st</sup> January 2020 - 21 <sup>st</sup> March 2020)	£ 3490.01	£5235.01

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Project Management 2 days a week for 6 months (1 <sup>st</sup> Oct 2019-31 <sup>st</sup> Mar 2020)	£4885	£4885
Project Management 2 days a week for 12 months (1 <sup>st</sup> April 2020-31 <sup>st</sup> Mar 2021+ additional resource approved by Project Board 15/01/21)	£15,949.50	£15,949.50
Joint Archive Service Manager for 12 months (full time from Jan 2021)	£12711.16	£19066.74
Revenue feasibility monies	£1500	£1500
Project Management 2 days a week for 12 months (1 <sup>st</sup> April 2021-31 <sup>st</sup> March 2022)	£13000	£13000
Joint Archive Service Manager for 12 months (1 <sup>st</sup> April 2021-31 <sup>st</sup> March 2022)	£27730	£41595
Revenue feasibility monies	£4720	£4720
Joint Archive Service Manager for 12 months (1 <sup>st</sup> April 2022 -31 <sup>st</sup> March 2023)	£29400	£44100
Project Management 2 days a week for 12 months (1 <sup>st</sup> April 2022-31 <sup>st</sup> March 2023)	£11527	£11527
Joint Archive Service Manager for 12 months (1 <sup>st</sup> April 2023 -31 <sup>st</sup> March 2024)	£30430	£45645
Project Management 2 days a week for 12 months (1 <sup>st</sup> April 2023-31 <sup>st</sup> March 2024)	£9702	£9702

## ANNEX B - INFORMATION SHARING PROTOCOL

Our citizens and communities expect that we work together with our partners to deliver effective and joined-up services. Sharing of personal information for service delivery purposes is one of the key enabling mechanisms for improving collaboration, integration and ensuring effective decision-making. There are seven golden rules for information sharing:

- Ensure Information you share is necessary, proportionate, relevant, adequate, accurate, timely and secure. It should be shared only with those individuals who need to have it.
- Consider safety and well-being - base decisions on the safety and well-being of the individual and others who may be affected by their actions.
- Gather consent where appropriate - Share with informed consent and, where possible, respect the wishes of those who do not consent to share confidential information. You may still share information without consent if, in your judgement, there is good reason to do so, such as where safety may be at risk.
- Keep a record of your decision and the reasons for it – whether it is to share information or not. If you decide to share, then record what you have shared, with whom and for what purpose.
- Be open and honest with the individual from the outset about why, what, how and with whom information will, or could be shared, and seek their agreement, unless it is unsafe or inappropriate to do so.
- Data protection is a framework to work to and not a barrier - Remember that Data Protection legislation and human rights law are not barriers to justified information sharing, but provide a framework to ensure that personal information about

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living individuals is shared appropriately.

### **ANNEX C - CONTRIBUTIONS / RESOURCE MANAGEMENT**

#### **Accountable Body**

Denbighshire County Council is nominated as the Accountable Body for the collaboration and will act on the collaborations decisions, including:

- Securing and signing contracts or service level agreements and funds.
- Administering and taking responsibility for the funding (e.g. ensuring structured financing procedures are in place).
- Providing resources (e.g. staff, facilities) to carry out the financial obligations of the collaboration.
- Ensuring that the grant allocated is spent according to the agreed plan.
- Establishing and maintaining effective systems for auditing and monitoring expenditure.

Flintshire County Council is nominated as the Accountable Body for any major grants and will

- Secure and sign contracts with funding bodies
- Administering and taking responsibility for the funding (e.g. ensuring structured financing procedures are in place).
- Providing resources (e.g. staff, facilities) to carry out the financial obligations of any major grants
- Ensuring that the grant allocated is spent according to the agreed plan.
- Establishing and maintaining effective systems for auditing and monitoring expenditure.

#### **Grant Funding**

The collaboration has secured the following external grant funding as at 05.08.19 to carry out its work:

<b>DATE</b>	<b>SOURCE</b>	<b>AMOUNT</b>
2018/19	Welsh Government MALD	£3,600
2019/20	Welsh Government MALD	£10,000

The collaboration agrees to spend funds in accordance with the grants' terms and conditions and agrees to be responsible for understanding grant funding criteria and ensure that their respective organisations can work within the confines of the criteria.

#### **Apportionment of losses**

The apportionment of any losses to the date of National Lottery Heritage Fund grant decision in December 2020 will be apportioned equally between organisations, i.e. 50/50. This will be limited to the cost of pursuing the funding application.

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### Cross charging

Any cross charging will be done on the following terms:

	Denbighshire's Contribution	Flintshire's Contribution
Development costs for National Lottery Heritage Fund bid (to date of decision – December 2020)	50%	50%
Cost of client side Project management	50%	50%
Cost of match funding the NLHF bid (assuming bid approved)	*40%	*60%
Costs of operating the single shared service	*40%	*60%
Costs of operating the new building	*40%	*60%
Costs of Joint Archive Service Manager secondment	*40%	*60%

\* Based on the population sizes of each Council administrative area as at 2011 and by reference to the latest Census.

It is one of the overriding principles that the Parties should not end up with a service which costs more than it currently does to provide. So for the cost of operating the single shared service, the organisation currently paying the least will represent the common denominator and the corresponding percentage contribution calculated from that. For example, DCC has the lowest current operating budget of £154,488 (as at 2019/20) and therefore represents 40%. FCC contribution calculated as follows:  $154,488/40*60 = £231,732$ . If this is less than what FCC is currently paying, that Party may choose to contribute more to the single shared service but they would not be obliged to. Equally FCC may choose to reduce its contribution to the £231,732 level on a gradual basis or/and only once the joint service has moved into the new building.

### Partners Contribution to the Collaboration

Contributions (including commitments) already made by both Parties as at 31<sup>ST</sup> March 2023:

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	<b>DENBIGHSHIRE COUNTY COUNCIL</b>	<b>FLINTSHIRE COUNTY COUNCIL</b>
Welsh Government MALD grant funding 2018/19- match	£200	£200
Project Management 1 day a week for 6 months (1 <sup>st</sup> April- 30 <sup>th</sup> Sept 2019)	£5149.50	£5149.50
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Revenue feasibility monies	£4720	£4720
Project Management 2 days per week for 12 months (1 <sup>st</sup> April 2022-31 <sup>st</sup> March 2023),	£11527	£11527
Joint Archive Service Manager for 12 months (1 <sup>st</sup> April 2022- 31 <sup>st</sup> March 2023).	£29400	£44100
Joint Archive Service Manager for 12 months (1 <sup>st</sup> April 2023 -31 <sup>st</sup> March 2024)	£30430	£45645
Project Management 2 days a week for 12 months (1 <sup>st</sup> April 2023- 31 <sup>st</sup> March 2024)	£9702	£9702

Calls for additional contributions will be made as and when required.

The Service collaborations budget will be managed by the Joint Service Manager.

The Project Budget will be managed by the Client Project Manager

Developments will be funded as per details in cross charging section above.

Under and overspends will be dealt with according to the cross charging section above.

### **Joint Archive Service Manager**

A new post entitled Joint Archive Service Manager is to be created. This is a 0.5 FTE role and was recruited in the first instance for 15 months commencing 6<sup>th</sup> January 2020 to 31<sup>st</sup> March 2021. This secondment is to be continued until further notice.

The appointing organisation is Denbighshire County Council. Liz Grieve will be the line manager for the role and the role will take strategic direction from The Joint Archive Project Board who will also set the roles forward work programme.

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The post is funding jointly with Flintshire County Council paying 60% of the salary + on costs and Denbighshire County Council paying 40% of the salary + on costs.

Denbighshire will manage all costs related to the role and invoice Flintshire County Council annually based on the 60/40 cost allocation model.

### **Sustainability**

Denbighshire County Council shall be liable for any redundancy costs associated with the downsizing or termination of the post of Project Manager assigned to this Project.

The Parties to the Project shall each bear their own costs in association with any redundancies which may arise as a result of the creation of a single shared service.

### **Audit arrangements**

Any requirement for internal audit reviews will be led by the Accountable Body's internal audit service following agreement of the partner organisations' internal audit services.

### **Contracting**

The collaboration will adhere to Denbighshire County Council's Contract Procedure Rules [July 2016], including contracts procedures and requirements for tendering.