

Data Co-operation Agreement

Authority Contacts Executive

Terms of Reference and Governance Guidelines

Version 3

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Official - Sensitive

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1. Authority

Limited Liability Partnership Agreement

- 1.1 The Local Government Association (LGA) and Ordnance Survey (OS) set up a 50/50 joint venture, called GeoPlace® LLP (GeoPlace). Under the terms of the associated LLP Agreement, the parties set up the Data Co-operation Agreement¹ (DCA).
- 1.2 Within the DCA, the Contract Management responsibilities (Schedule 5) are for an Authority Contacts Executive (ACE). The purpose of the ACE is to liaise with DCA participating authorities in England and Wales. ACE is a forum in which representatives of local authorities can ensure variations to the DCA, data entry conventions, specifications, and quality and performance measures can be monitored and agreed.

Authority Contacts Community

- 1.3 50% of the ACE's membership will be drawn from the Authority Address Custodian and Authority Street Custodian community. These 'Regional Representatives' will comprise the Principal Chair and Deputy of each of the Regional Chairs' Groups (RCG).
- 1.4 The Regional Chairs and Deputies are elected by Authority Contacts, as their view represents the community that elected them. They can and may make recommendations on the commitment and delivery of Authority Updates and the direction of GeoPlace Services activities. As Regional Chairs and Deputies are employees and representatives of Participating Authorities, the business requirements of the Participating Authority community they represent are paramount.

2. Responsibilities

The ACE will:

- 2.1 Act as the primary decision-making body managing the DCA between GeoPlace and the Participating Authority community, with the purpose of ratifying and monitoring the strategy for delivering the data entry conventions, specification, data transfer formats, quality and performance measures of Authority Updates and GeoPlace Services records with respect to:
 - 2.1.1 Balancing the requirements of Participating Authorities, GeoPlace and address and street data users.
 - 2.1.2 Signing off changes and variations to the DCA contractual relationship between Participating Authorities and GeoPlace.
 - 2.1.3 Managing the DCA and, subject to clause 14.2 of that Agreement and **Annex 1** below, agreeing changes to that

¹ Terms which appear in the DCA as defined terms are identified within this document by a capital first letter.

- Agreement or associated technical documentation through a Contract Change Control process.
- 2.1.4 Reviewing GeoPlace monthly performance reports of GeoPlace Services.
 - 2.1.5 Reviewing Participating Authority performance reports of Authority Services.
 - 2.1.6 Reviewing GeoPlace Defaults, Authority Defaults, Essential Support, Emergency Measures and requests for consent to the termination of the DCA by a Participating Authority pursuant to Clause 15.1.2.
 - 2.1.7 Agreeing improvement programmes, engagement, meeting timetables and Authority Update data supply targets for Participating Authorities.
 - 2.1.8 Ratifying the strategy for new GeoPlace Services, the data entry conventions documents, data transfer formats and improvement schedules.
 - 2.1.9 Receiving requests from and directing the Regional Chairs' Groups to investigate and resolve any issues.
 - 2.1.10 Directing the role and remit of the Regional Chairs' Groups, sub-groups, working parties and other relevant arrangements involving GeoPlace, the Local Government Association (LGA), Ordnance Survey (OS), the Public Sector Geospatial Agreement (PSGA), PSGA User Representatives Group (PURG), Valuation Office Agency (VOA), Royal Mail, Department of Housing, Communities and Local Government (MHCLG), Department for Transport (DfT) and Authority Contacts representatives.
 - 2.1.11 Making representations to the GeoPlace® LLP Board on Authority Update data supply, process and GeoPlace Service improvements.
 - 2.1.12 Preparing and publishing an annual report (April to April) detailing the previous year's achievements by 1st July.
 - 2.1.13 Preparing and publishing an annual business plan (April to April) by 1st September.

3. Membership

The ACE will comprise:

- 3.1 As Chair, a GeoPlace authorised representative whose name will be confirmed and recorded in the minutes of each meeting.
- 3.2 The Principal Chair and Deputy of the Regional Chairs' Address Group.
- 3.3 The Principal Chair and Deputy of the Regional Chairs' Street Group.

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- 3.4 An authorised representative of GeoPlace whose name will be confirmed and recorded in the minutes of each meeting.
 - 3.5 A meeting facilitator/coordinator provided by GeoPlace.
 - 3.6 Other advisory members who have been invited to join the group by the voting members.

4. Meetings

- 4.1 Delegates from the ACE will meet at least four times in each twelve-month period, preferably once a month. These meetings may be virtual or physical.
- 4.2 At least four weeks' notice shall be given of those meetings' dates so that agenda items may be submitted.
- 4.3 The physical meetings and any reasonable associated expenses shall be funded, serviced, facilitated and minuted by GeoPlace.
- 4.4 Members may join by conference call or other suitable facilities but must attend in person every quarterly meeting if possible.
- 4.5 If a Principal Chair or Deputy of a Regional Chairs' Group cannot take part in a meeting on three consecutive occasions then an alternative Principal Chair and / or Deputy will be sought from the Regional Chairs' Group.

5. Agenda and minutes

- 5.1 The agenda will be created by the Chair.
- 5.2 The agenda will be circulated to the ACE, along with any supporting documents, no less than five Working Days prior to the meeting.
- 5.3 Any member of the ACE may add an item to the agenda by sending details to the Chair at least ten Working Days before the meeting.
- 5.4 Minutes will reflect the business of the meeting and include a clear record of items voted on and their outcome, a log of allocated actions, and expected timescales for completion of those actions.
- 5.5 When the group agrees that a discussion is deemed to be Confidential Information, it shall be referred to in the minutes as: "The group discussed agenda item x which has been agreed as Confidential Information."
- 5.6 Draft minutes will be circulated to all ACE members for approval within ten Working Days of the date of the meeting.
- 5.7 Approved minutes will be made available to Authority Contacts subject to the approval of ACE.
- 5.8 The unredacted, approved minutes, including agreed Confidential Information matters will be published on the private Regional Chairs'

Groups collaboration platform and the appropriate ACE collaboration platform.

6 Governance of Meetings

- 6.1 The ACE will make decisions by a show of hands in simple majority voting. The two Principal Chairs of Regional Chairs' Groups will cast one vote each. Each GeoPlace authorised representative will cast one vote. In the case of a tied vote, the ACE chair will not cast a vote. If ACE cannot reach a resolution then the ACE chair will report the deadlock to the GeoPlace® LLP Board through a formal paper, which will explain the issues in a balanced manner.
- 6.2 Quorum of the ACE for decisions will be not less than four persons.
- 6.3 To help the ACE achieve the aims of its business plan, the ACE will create a remit, oversee and manage sub-groups and working groups, as deemed necessary through consultation with the Regional Chairs' Groups.
- 6.4 Participating Authority members of the ACE have the right to lobby LGA members of the GeoPlace® LLP Board, directly or through LGA structures.
- 6.5 A structure chart is provided at **Annex 2** below.

7. Change Control Process

- 7.1 The format for Change Control Requests is provided on the ACE online collaboration platform. Change Control Requests may be presented to the ACE for discussion by Participating Authority members of the ACE or GeoPlace authorised representative members of the ACE, see **Annex 1** below.
- 7.2 Change Control Requests must be submitted five Working Days before the next scheduled ACE meeting.
- 7.3 Agreement on a Change Control Request will result in creating a Change Control Notice signed by all four members of the ACE. Once agreed in accordance with **Annex 1**, Change Control Notices will be made available to Authority Contacts via the online collaboration platform within ten Working Days after the ACE meeting in which the Change Control Notice was agreed, and served to GeoPlace within the same time frame for subsequent implementation.
- 7.4 In the event a Change Control Request is not agreed, amendments to the Change Control Request can be resubmitted at a following meeting.

8. Conflicts of Interest

- 8.1 If a member has an interest in an issue that is on the agenda of an ACE meeting, then this must be declared at the earliest possible moment, no

later than the beginning of the meeting. The ACE chair will decide if that member should not take part in the discussion or be asked to leave the meeting while the item is discussed. Any member who has an interest in an item of discussion will not be entitled to vote on any decision related to that item. The Principal Chair's Deputy or GeoPlace's authorised representative may be entitled to cast a vote instead. If a resolution cannot be reached then para 6.1 applies.

- 8.2 A register of interests will be produced that records any ACE member's commercial or non-commercial involvement in consultancy roles and / or contractual arrangements with associated organisations, advisory bodies, Participating Authorities, appointments, pensions/investments etc and general family.

9. Expenses

- 9.1 Reasonable standard class rail travel that has been booked by GeoPlace, overnight accommodation and subsistence for members attending the ACE physical meetings (see Operational Policies and Guidelines for DCA Governance for further details) and other authorised meetings shall be paid for by GeoPlace.
- 9.2 Reasonable expenses to other attendees may be paid at the discretion of GeoPlace.

10. Duration

- 10.1 These terms of reference and governance guidelines will stay in force for the duration of each DCA version or until such time as they are amended by the ACE and agreed by the Regional Chairs' Groups.

Annex 1 – Data Co-operation Agreement (DCA) variation procedure

1. DCA Contract Management and governance arrangements are in place to reflect the need for a standard agreement across all Participating Authorities.
2. The DCA sets out a variation procedure. Variations requests may be made in writing between the Participating Authority and GeoPlace, where such variations have the unanimous agreement of the ACE. GeoPlace shall be entitled to vary the DCA but only if such variation is agreed unanimously by the ACE. The ACE may only agree variations if those changes do not affect the ability of either the Participating Authority or GeoPlace to discharge its functions (to the extent the DCA relates to those functions), and if the change does not adversely impact on either party's ability to meet its obligations under the DCA. These arrangements enable reasonable essential changes and can be made without re-negotiation between GeoPlace and several hundred Participating Authorities. They also allow for some flexibility over the duration of each version of the DCA.
3. The DCA highlights areas where change may be expected, to reflect strategic thinking and discussion, operational development and the use of new technologies. Specifically, the DCA draws attention to:
 - a) The potential appointment of GeoPlace by the Authority as the sole agent for the purpose of (clause 6.1.6):
 - i) formal street naming and numbering notification; and
 - ii) formal notifications associated with streets.
 - b) Potential services provided by GeoPlace in Schedule 2.
 - c) Changes to Authority Services and the Authority Address Updates Improvement Schedule and the Authority Street Updates Improvement Schedule. (Schedule 1, Parts A, B, C and D).
 - d) Changes to the Data Entry Conventions and best practice (DEC) and Data Transfer Format (DTF).
 - e) Agreement on potential third-party candidate sources.
4. Any developments that would result in changes to the DCA or associated technical documentation (such as the DEC) will need agreement between GeoPlace and the Local Government representatives of the ACE. For formal changes to the DCA, a written Change Control Request will need to be unanimously agreed by the ACE which is used to create the agreed Change Control Notice.
5. Before agreeing or dis-agreeing a Change Control Request, the Local Government representatives of the ACE will usually consult with the Regional Chairs' Groups, who in turn may wish to consult further with individual Participating Authorities. The processes outlined below relates to the specific items listed above.
6. In the case of para 3. a) above, the ACE commits to these processes (the full detail of which will be agreed with the Regional Chairs' Groups):

Stage 1) ACE working with the appropriate Regional Chairs' Group, will ensure the following is undertaken:

- A full needs assessment.
- The development of a business case that is appropriate to Participating Authorities, to GeoPlace, and to the wider market and existing policy.
- Produce a risk assessment and conduct consultation with individual authorities, the results of which will be publicised to Participating Authorities.

The Regional Chairs Group and ACE must sign-off Stage 1 before the programme may proceed to Stage 2.

Stage 2) A full project plan and implementation timetable shall be produced and ratified by the Regional Chairs' Group, which may wish for further consultation or a referendum with individual Participating Authorities before proceeding to Stage 3.

Stage 3) A Change Control Request must be ratified with the Regional Chairs' Group, before agreement of a Change Control Notice by the ACE.

7. In the case of para 3. b), c), d) and e) above, where a review of the appropriate technical documents is agreed by the ACE, the ACE will:

Stage 1) Work with the appropriate Regional Chairs' Group to set up 'Working Groups' drawn from the Custodian community and GeoPlace. The Working Groups will review documentation and create an issues log that will be reported to the Regional Chairs' Group.

Stage 2) The Working Groups will endeavour to resolve issues and, if it is necessary, redraft appropriate documentation for ratification by the Regional Chairs' Group.

Stage 3) That draft will be published for wider consultation with Participating Authorities and other stakeholders.

Stage 4) The results of the consultation will be responded to in detail by the Working Groups, explaining how consultation responses have been handled. A final draft will be presented to the Regional Chairs' Group for ratification before the ACE agrees to distribute the final version.

Annex 2 - Governance Structure Chart

