

# **Data Co-operation Agreement**

## **Authority Contacts Executive**

### **Terms of Reference and Governance Guidelines**

**Version 2**

**June 2012**



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## 1. Authority

### Limited Liability Partnership Agreement

- 1.1 The Local Government Association (LGA) (through Local Government Improvement and Development (LGID)) and Ordnance Survey (OS) have established a 50/50 joint venture, called GeoPlace™ LLP, and incorporated it as a limited liability partnership (LLP), under an LLP Agreement.
- 1.2 One of the objectives of GeoPlace is to create, manage and, through separate licensing arrangements with Ordnance Survey, commercially exploit a definitive reference of addresses in England, Wales, Scotland and Northern Ireland through the integration and rationalisation of processes and products.
- 1.3 Under the terms of the LLP Agreement between LGID and OS, the parties agreed to establish a Gazetteer Custodian Representative Group (GCRG) subsequently renamed to the Authority Contacts Executive (ACE) in the Data Co-operation Agreement (DCA) between GeoPlace and local authorities (the Agreement), to act as forum for discussion and agreement between GeoPlace and Participating Authorities (as defined in the Agreement) and Authority Contacts (also defined in the Agreement). Clause 12 of the LLP Agreement states:  
“Gazetteer Custodian Representative Group  
The LLP shall establish a Gazetteer Custodian Representative group (the “Gazetteer Custodian Representative Group”) which shall be a forum for representatives of local authorities to ensure that the specification, data entry conventions and quality and performance measures are monitored and to liaise with the LLP on dealings with local authorities. For the avoidance of doubt the Gazetteer Custodian Representative Group will not have any executive authority over the LLP”

### Mapping Services Agreement and the Data Co-operation Agreement

- 1.4 The contractual relationship (known as the Mapping Services Agreement (MSA)) between Participating Authorities and the Local Government Information House Ltd (LGIH - part of LGID) for the supply of gazetteer data from Participating Authorities was extended. As part of this extension, the governance framework for the management of the contracts was amended to reflect the focus of the contracts on gazetteer data supply.
- 1.5 Schedule 4 (Contractual Management and Dispute Resolution Procedure) of the MSA extension, agreed by all gazetteer Participating Authorities, sets out the contract management responsibilities of the GCRG in relation to the MSA extension.

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- 1.6 In the Data Co-operation Agreement the Contract Management responsibilities for the ACE are set out in Schedule 5.

#### Authority Contacts Community

- 1.7 50% of the membership of the ACE will be drawn from the Authority Address Custodian and Authority Street Custodian community (full membership details are detailed below). Specifically these 'Regional Representatives' will be comprised from the Principal Chair and Deputy of each of the Regional Chairs Group(s).
- 1.8 The Regional Chairs and Deputies of each region are elected by Authority Contacts on the basis that their view is representative of the appropriate Authority Contacts community who elected them. They are therefore capable and have the remit of making 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 for managing the DCA between GeoPlace and the Participating Authority community to ratify and monitor the strategy for the delivery of the specification, data entry conventions, data transfer formats, quality and performance measures of Authority Updates and GeoPlace Services records with respect to:
- 2.1.1 Balance the requirements of Contributing Authorities, GeoPlace and address and street data users.
  - 2.1.2 Sign off changes to the DCA contractual relationship between Participating Authorities and GeoPlace.
  - 2.1.3 Manage the DCA and, subject to clause 14.2 of that Agreement and **Annex 1**, agree any changes to the Agreement or associated technical documentation through a Contract Change Control process.
  - 2.1.4 Review GeoPlace monthly performance reports of GeoPlace Services.
  - 2.1.5 Review Participating Authority performance reports of Authority Services.
  - 2.1.6 Review where appropriate GeoPlace Default(s), Authority Default(s), Essential Support, Emergency Measures and any request for consent to termination of the DCA by a Participating Authority pursuant to Clause 15.1.2.

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- 2.1.7 Agree improvement programmes, engagement, meeting timetables and Authority Update data supply targets for Participating Authorities.
  - 2.1.8 Ratify the strategy for the data entry conventions documents, data transfer formats and improvement schedules.
  - 2.1.9 Direct the Regional Chairs Group(s) in any consultation required to resolve any issues and also receive requests from the Regional Chairs Group(s) to investigate and resolve any issues.
  - 2.1.10 Direct the role and remit of the Regional Chairs Group(s), sub-group(s), working party(s) and any other relevant working arrangement involving GeoPlace, the Local Government Association (LGA), Ordnance Survey (OS), the Public Sector Mapping Agreement (PSMA) Geographic Information (GI) Group, Valuation Office Agency (VOA), Royal Mail, Department for Business, Innovation and Skills (BIS), Department for Transport (DfT) and Authority Contacts representatives.
  - 2.1.11 Make representations to the GeoPlace LLP Board on Authority Update data supply, process and GeoPlace Service improvements.
  - 2.1.12 Prepare and publish an annual (April to April) report detailing the previous year's achievements by 1st July each year.
  - 2.1.13 Prepare and publish an annual (April to April) business plan by 1<sup>st</sup> September of the previous year.

### **3. Membership**

The ACE will comprise:

- 3.1 A GeoPlace authorised representative, the name of whom will be confirmed at the meeting and recorded in the minutes of each meeting, will chair all meetings.
- 3.2 Appointed Principal Chair and Deputy from the Regional Chairs Address Group.
- 3.3 Appointed Principal Chair and Deputy from the Regional Chairs Street Group.
- 3.4 A GeoPlace authorised representative, the name of whom will be confirmed at the meeting and recorded in the minutes of each meeting, (acting as the GeoPlace Service, authorised representative).
- 3.5 A meeting facilitator/coordinator provided by GeoPlace.
- 3.6 Other advisory members invited by the voting members to join the group from time to time or on a regular basis.

### **4. Meetings**

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- 4.1 Delegates from the ACE will meet at least four (4) times per twelve month period, with the optimum being no less than monthly.
  - 4.2 At least four (4) weeks' notice shall be given of the date of any intended meeting in order for agenda items to be submitted.
  - 4.3 The meetings shall be funded (including any reasonable expenses) serviced, facilitated and minuted by GeoPlace.
  - 4.4 Members may join by conference call or other suitable alternative facilities but must attend in person every quarterly meeting, where possible.
  - 4.5 Where a Principal Chair or Deputy of a RCG is unable to attend or join a meeting on three consecutive occasions a suitable alternative Principal Chair and / or Deputy will be sought from the RCG.

## **5. Agenda and minutes**

- 5.1 The agenda will be created by the GeoPlace chair of the meetings.
- 5.2 An agenda to be produced and circulated to the ACE along with any supporting documents, where appropriate, no less than 5 Working Days prior to the date of the meeting.
- 5.3 Any member of the ACE has the right to include an item for discussion on the agenda, if it is sent to the chair, at least 10 Working Days before the meeting.
- 5.4 Minutes will be produced by GeoPlace.
- 5.5 Minutes will reflect the business of the meeting together with a clear record of items voted upon and their outcome, a log of allocated actions and expected timescales for completion of those actions.
- 5.6 Any discussions held which the group agrees are confidential shall be referred to as such in the minutes. i.e. "The group discussed agenda item x which has been agreed as confidential."
- 5.7 Draft minutes will be circulated to all ACE members for approval within 10 Working Days of the date of the meeting.
- 5.8 Approved minutes will subsequently be made available to Authority Contacts, subject to the approval of ACE.
- 5.9 The full approved minutes, including agreed appropriate notes of confidential matters will be published on the private Regional Chairs Group(s) online collaboration platform and the appropriate ACE online 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 Group(s) members



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will have one vote each. Each of the two GeoPlace authorised representative members will have one vote each. In the case of equality of votes, the ACE chair will not have the casting vote. In the event that ACE cannot reach a resolution the ACE chair will report the deadlock to the GeoPlace LLP Board by means of an agreed formal paper which will explain the issues in a balanced way.

- 6.2 Quorum of the ACE for decisions will be not less the full membership of the ACE i.e. four (4).
- 6.3 The ACE will create a remit, oversee and manage sub-group(s) and working group(s), as are deemed necessary in consultation with the Regional Chairs Group(s); to assist in achieving the ACE aims in accordance with the annual review of its business plan.
- 6.4 Participating Authority members of the ACE reserve the right to lobby LGA members of the GeoPlace LLP Board, either directly or through the LGA structures.
- 6.5 A structure chart is provided at **Annex 2**.

## **7. Change Control Process**

- 7.1 Change Control Requests, in a format to be provided on the ACE online collaboration platform, can be presented to the ACE for discussion by either Participating Authority members of the ACE or GeoPlace authorised representative members of the ACE.
- 7.2 Change Control Requests must be submitted 5 Working Days before the next scheduled ACE meeting.
- 7.3 Agreement on a Change Control Request will result in the creation of a Change Control Notice which will be duly signed by all four members of the ACE. Change Control Notices will be served to GeoPlace for implementation and made available to Authority Contacts via the online collaboration platform within 10 Working Days after the ACE meeting where the Change Control Notice was agreed.
- 7.4 In the event that a Change Control Request is not agreed, amendments can be made and resubmitted for the following meeting.

## **8. Conflicts of Interest**

- 8.1 If during an ACE meeting any issue is discussed in which a member has an interest, this must be declared at the earliest possible moment (whether or not it has previously been declared), no later than at the meeting. The ACE chair will consider whether that member should not take part in the discussion, or be asked to leave the meeting whilst the item is discussed. Any member having an interest in an item of discussion will not be entitled to vote on any decision related to that item and in this case the Principal Deputy or GeoPlace authorised

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representative may be entitled to vote. In the event of failure to reach a resolution para 6.1 will be invoked.

- 8.2 A register of ACE member interests will be produced to include commercial involvement in carrying out roles as a consultant or contractors to associated organisations, Participating Authorities, advisory bodies, appointments, pensions/investments etc and general family.

## **9. Expenses**

- 9.1 Reasonable standard class rail travel, overnight accommodation and subsistence costs for members attending ACE meetings and any other authorised meeting 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 the DCA or until such time as they are amended by the ACE and agreed by the RCG(s).

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## Annex 1 – DCA variation procedure

1. Contract management and governance arrangements have been put in place to reflect the need to manage a standard agreement across a large number of Participating Authorities.
2. The Data Co-operation Agreement (DCA) sets out a variation procedure whereby variation may be made to the DCA in writing between the Participating Authority and GeoPlace, where such amendment has the unanimous agreement of the Authority Contacts Executive (ACE). Additionally, GeoPlace shall be entitled to vary or amend the DCA but only if such variation is agreed unanimously by the ACE. The ACE may only agree variations where those changes do not affect the ability of either the Participating Authority or GeoPlace to discharge its functions (to the extent that the DCA relates to those functions) or adversely impact on either party's ability to meet its obligations under the DCA. These arrangements have been put in place to enable reasonable essential changes to be made to the DCA without re-negotiation between GeoPlace and several hundred Participating Authorities and to allow for a degree of flexibility over the duration of the DCA.
3. The DCA specifically highlights areas where change may be expected, to reflect existing strategic thinking and discussion, operational development over time and to enable the utilisation of newer technologies. Specifically, the DCA draws attention to:
  - a) The potential future 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 new services provided by GeoPlace in Schedule 2:
    - i) Central Maintenance (Service Number 120 and 220); and
    - ii) Custodian Interface (Service Number 121 and 221); and
    - iii) Web-services (Service Number 122 and 222).
  - c) Changes to the Authority Address Updates Improvement Schedule and the Authority Street Updates Improvement Schedule. (Schedule 1, Parts C and D).
  - d) Changes to the Data Entry Conventions and best practice (DEC) and Data Transfer Format (DTF).
  - e) Agreement on potential 3rd party candidate sources.
4. In all these cases, any developments that would result in changes to the DCA or associated technical documentation (for example the DEC) will require agreement between the GeoPlace and the Local Government representatives of ACE. For formal changes to the DCA, a written Change Control Request will need to be unanimously agreed by ACE which will be used to create an agreed Change Control Notice.

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5. In normal circumstances, before agreeing or dis-agreeing a Change Control Request, the Local Government representatives of ACE will 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 a) and b) above, ACE commits to the following processes (the full detail of the process, including timetable will be agreed with the Regional Chairs Groups):
    - Stage 1) ACE, working in conjunction with the appropriate Regional Chairs Group will ensure that the following is undertaken;
      - A full needs assessment.
      - Development of a business case appropriate to Participating Authorities, to GeoPlace and the wider market and 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 in order that the program may proceed to Stage 2.
    - Stage 2) A full project plan and implementation timetable shall be produced and ratified by the Regional Chairs Group, who 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 ACE.
  7. In the case of c), d) and e) above, where a review of these technical documents is agreed by ACE, ACE will:
    - Stage 1) Work with the Regional Chairs Group to set up “Working Groups” drawn from the Custodian community and GeoPlace. The Working Groups will review existing documentation and create an issues log which will be reported to the Regional Chairs Group.
    - Stage 2) The Working Groups will endeavour to resolve any issues and redraft the documentation accordingly for ratification by the Regional Chairs Group.
    - Stage 3) The 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 any agreement by ACE to distribute the final version.

## Annex 2 - Governance Structure Chart

