

Data Co-operation Agreement

Regional Chairs Group(s)

and

Regional Authority Contacts Meeting(s)

Terms of Reference and Governance Guidelines

Version 2

June 2012

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1. Role of Regional Chairs Group(s)

1.1 Regional Chair(s) and Deputy(s) are elected on the basis that their view is representative of the appropriate Authority Contacts (as defined in the Data Co-operation Agreement (DCA) between GeoPlace and each Participating Authority) community who elected them and are therefore capable and have the remit of making recommendations on the future delivery of Authority Updates, Authority Services and the direction of GeoPlace Services. As Regional Chair(s) and Deputy(s) are employees of Contributing Authorities, the business requirements of the Contributing Authority community they represent are paramount.

Each Regional Chair(s) and Deputy(s) primary objective is therefore to represent and be responsible to the Authority Contacts for all issues concerning the delivery of Authority Updates, Authority Services and GeoPlace Services.

Each Regional Chair(s) or the Regional Deputy(s) will be responsible for chairing the appropriate Regional Address Authority Contacts Meeting or Regional Street Authority Contacts Meeting, as defined in 2.5 below.

The elected Regional Chair(s) and Deputy(s) of each region reports to either:

- a. The Regional Chairs Address Group; or
- b. The Regional Chairs Street Group.

The elected Principal Chair and Deputy of the Regional Chairs Group(s) (a or b above) reports to and is responsible at the Authority Contacts Executive (ACE) on all matters relating to the DCA in terms of proposed changes to the agreement, delivery of Authority Updates, Authority Services and the direction of GeoPlace Services. See **Annex A** for structure diagram.

1.2 Each Regional Chairs Group (RCG) is responsible for:

1.2.1 The production of an annual business plan of work, to run concurrently with any ACE business plan which must be completed and signed off by the second meeting of each RCG in each financial year.

1.2.2 The strategic direction of the future delivery of Authority Updates, Authority Services and GeoPlace Services in accordance with the RCGs business plan and the DCA variation procedure, as defined in **Annex B**.

1.2.3 The processes and business practices as defined in the current and future versions of the data entry conventions, best practice and data transfer formats for the PSMA Addressing Datasets and the NSG.

1.2.4 The quality and content of Authority Updates and to, where possible, lobby and promote the PSMA Addressing Datasets and

the NSG as definitive information within both private and public sector organisations.

- 1.2.5 The Authority Updates being kept up to date, regularly maintained and delivered in accordance with the business needs of the Contributing Authority, the DCA and the annual Authority Address Updates Improvement Schedule and Authority Street Updates Improvement Schedule.
- 1.2.6 Being, where appropriate, the policy and decision advisory body for the ACE.
- 1.2.7 Representing the views of the appropriate Authority Contacts community in their respective regions.
- 1.2.8 Consulting with the appropriate Authority Contacts community within their respective regions on policy and practice issues.

2. Election and the role of an address and street Regional Chair(s) and Deputy(s)

- 2.1 Each region(s) shall be in accordance with the 10 regions (former GORs) as defined by ONS, see <http://www.ons.gov.uk/ons/guide-method/geography/beginner-s-guide/maps/regions-and-their-constituent-counties---unitary-authorities-as-at-2011.pdf> accessed November 2011.
- 2.2 The election of an address and street Regional Chair and Deputy in each region will be facilitated by GeoPlace via email who will seek nominations from either an Authority Address Custodian or an Authority Street Custodian. Where no nominations from either an Authority Address Custodian or an Authority Street Custodian for a region are received by GeoPlace representation will be extended to nominations from any other appropriate Authority Contact in that region.
- 2.3 Each region must elect by a simple majority vote a Regional Chair. The Regional Chair must either be an Authority Address Custodian or an Authority Street Custodian, as appropriate, and shall be elected from the appropriate Authority Contacts on the basis of one vote per Participating Authority in each region. In the event of a tie the Principal Chair or Deputy of the Regional Chairs Group(s) will have the casting vote.
- 2.4 Each region must also elect by a simple majority vote a Regional Deputy. The Regional Deputy must either be an Authority Address Custodian or an Authority Street Custodian as appropriate, who will represent their region in the absence of the Regional Chair, and shall be elected from the appropriate Authority Contacts on the basis of one vote per Participating Authority in each region. In the event of a tie the Principal Chair or Deputy of the Regional Chairs Group(s) will have the casting vote.

2.5 The address and street Regional Chair or Deputy of each region must hold at least two address and street Regional Authority Contacts Meetings for their associated Authority Contacts per year facilitated, funded and attended by GeoPlace. One of which should be a joint address and street Regional Authority Contacts Meeting of both Authority Address Custodians and Authority Street Custodians and where appropriate, their associated Authority Contacts, to be held after the second RCG meeting in the financial year.

Area meetings for address or street Authority Contacts can also be facilitated and funded by GeoPlace. See **Annex C** for list of regions and areas. It is the responsibility of each Regional Chair to ensure that the occurrence of each Regional Authority Contacts Meeting or Area meeting is logged with GeoPlace and that all invoices associated with payment for each type of meeting are sent to GeoPlace (Melissa.Whittle@geoplace.co.uk) for settlement. GeoPlace will refuse to pay an invoice where no prior knowledge of a Regional Authority Contacts Meeting or Area meeting has been notified to GeoPlace before the meeting takes place.

The date of each of the last address and street Regional Authority Contacts Meeting(s) will be published in the address and street Regional Chairs Group(s) minutes. In the event that no address or street Regional Authority Contacts Meeting(s) take place by the third meeting of the appropriate RCG in that financial year, GeoPlace reserve the right through the Principal Chair of the Regional Chairs Group(s) to organise a address or a street Regional Authority Contacts Meeting and ballot the appropriate address or street regional Authority Contacts community for a new Regional Chair and Deputy.

2.6 All address and street Regional Chairs and Deputies shall be appointed to serve for a three-year term from the Effective Date of the DCA (which can continue back to back, if re-appointed).

The role of the address or street Regional Chair is to:

- a. Be a point of contact for the appropriate address or street Authority Contacts community. If any query cannot be resolved, this can be escalated through the appropriate RCG meeting;
- b. Be motivating and proactive within the region, for example email/contact the appropriate address or street Authority Contacts community to maintain their commitment to the process;
- c. Help maintain the flow of information to and from GeoPlace and the address and street Regional Chairs Group(s); and
- d. Be responsible for chairing the appropriate Regional Address Authority Contacts Meeting or Regional Street Authority Contacts Meeting or joint address and street Regional Authority Contacts Meeting(s).

The role of the address or street Regional Deputy is to:

- a. Support the appropriate address or street Regional Chair in his/her role within the region;
 - b. Attend the appropriate address or street Regional Chairs Group(s) meetings when the Regional Chair is unable to attend or attend the meeting with their Regional Chair having first obtained the agreement from the appropriate Principal Chair; and
 - c. Be responsible for chairing the appropriate Regional Address Authority Contacts Meeting or Regional Street Authority Contacts Meeting or joint address and street Regional Authority Contacts Meeting(s) when the Regional Chair is unable to attend.
- 2.7 A vote of no confidence in an address or street Regional Chair or Deputy of a region can be notified to GeoPlace as an agenda item at any Regional Authority Contacts Meeting by any Authority Address Custodian or Authority Street Custodian, as applicable within that region, and voted upon by the Authority Contacts on the basis of one vote per Participating Authority. If the vote is carried by a simple majority of the appropriate Authority Contacts community at the meeting or notified to the meeting, all appropriate Authority Contacts in the community shall immediately be balloted by GeoPlace and a new Regional Chair or Deputy appointed. Where the vote is split the remaining address or street Regional Chair or Deputy shall have the casting vote.
- 3. Regional Chairs Group(s) membership**
- 3.1 Each RCG, either the:
- a. Regional Chairs Address Group; or the
 - b. Regional Chairs Street Group,
- shall consist of 10 Regional Chair(s) and Deputy(s) of region, where the Regional Chair is unable to attend, and GeoPlace authorised representatives and a facilitator from GeoPlace.
- 3.2 Each RCG shall elect a Principal Chair and a Principal Deputy and shall be appointed to serve for a three year term from the date of the first meeting of each RCG after election by each RCG (which can continue back to back, if re-appointed).
- 3.3 The Principal Chair and Deputy of each RCG shall attend all meetings of the ACE.
- 3.4 A vote of no confidence in the Principal Chair or Deputy of either the:
- a. Regional Chairs Address Group; or the
 - b. Regional Chairs Street Group,
- can be notified to GeoPlace as an agenda item at any meeting by at least a majority of each RCG and voted upon by the Regional Chairs. If the vote is carried by a simple majority of the Regional Chairs at the

meeting, all Regional Chairs shall immediately be balloted and a new Principal Chair or Deputy of the RCG appointed. Where the vote is split the remaining Principal Chair or Deputy of the RCG shall have the casting vote.

4. Regional Chairs Group(s) meetings

- 4.1 Each RCG will meet as and when required but at least four times a year.
- 4.2 Attendees of meetings shall be the 10 Regional Chairs and where appropriate, the Principal Chair (no voting rights) of the other RCG, or in their absence their nominated Principal Deputy (no voting rights), an authorised representative from GeoPlace and a facilitator from GeoPlace who will be responsible for the minutes and arranging all meetings.
- 4.3 At least four week's notice shall be given of the date of any intended meeting in order for agenda items to be submitted. All Regional Chairs and GeoPlace authorised representatives will be expected to be in attendance for the full period of each meeting.
- 4.4 Any other person or persons or Authority Contact may, with the prior approval of each RCG, be invited to attend a meeting, or part therefore, to contribute to discussions. These attendees will have no voting rights at the meetings.
- 4.5 The meetings shall be serviced and facilitated by GeoPlace.
- 4.6 If a Regional Chair is unable to attend a meeting for any reason, the nominated Regional Deputy of that region will be expected to attend in their place.
- 4.7 A Regional Chair or their Deputy may join the meeting by conference call or other suitable alternative facilities but must attend in person every quarterly meeting, where possible.
- 4.8 If a Regional Chair or their Deputy is unable to attend a meeting for any reason on three consecutive occasions GeoPlace will organise the election of a new Regional Chair or Deputy, where appropriate.
- 4.9 Any attendees, other than the members of each RCG, if ratified by the RCG, may be requested by the Principal Chair of the RCG, to leave the meeting at any time in the interests of confidentiality.
- 4.10 All discussions and decisions made by each RCG will be minuted.
- 4.11 The Principal Chair of each RCG or nominated Principal Deputy shall present the decisions of each RCG to the ACE and receive direction from ACE, where appropriate.
- 4.12 In line with FoI (Freedom of Information Act) and other openness principals, any Authority Contact may attend as an observer (limited to one per region) with prior agreement from the Principal Chair of the RCG.

5. Agenda

- 5.1 Every meeting requires an agenda to be produced and circulated to the RCG along with any supporting documents, where appropriate, at least 5 working days prior to the date of the meeting.
- 5.2 The agenda will be created by the Principal Chair of the RCG with input from the Regional Chairs and will be produced and distributed by GeoPlace.
- 5.3 Any member of each RCG has the right to include an item for discussion on the agenda if it is sent to the Principal Chair or GeoPlace at least 10 working days before the meeting.
- 5.4 Agendas are required so that:
 - people will be clear why the meeting is held.
 - people will be better able, and perhaps more inclined, to prepare.
 - discussion will be easier to facilitate as people will focus more on the topic.
- 5.5 As a general guide, the agenda management will be as follows:
 1. Introductory Matters:

Membership in general (to cover participant representation, resignations and elections; apologies; minutes of the last meeting; and any matters arising).
 2. Ongoing Business:

Rundown of any significant activity since last meeting. To include a résumé by GeoPlace on performance statistics and any significant new consultation or information papers, and a chance for RCG members to comment.
 3. Group Members Questions:

An opportunity for RCG members to raise matters of concern; RCG members are encouraged to submit written questions on behalf of Authority Contacts or raise issues by letter or email at least five working days before meetings so that answers can be prepared.
 4. Matters for Debate/Discussion:

One or two key items of major consideration in principle, which, if agreed, would then come back under the next heading. This may require the formation of a sub-group to prepare a written report to be submitted to the RCG.
 5. Matters for Decision:

Items on which the principle has already been agreed and strategies for which need to be endorsed may be taken.
 6. Matters for Report:

Items reporting progress on which members can raise questions.

7. Matters to Note:

Items will not be discussed during the meeting unless prior notice of questions has been submitted. This will cover any topics that are raised during the session, which could come out of any debate or discussion, which require discussion under item 4, above, at the next meeting.

8. Concluding Items:

Classification of any documents, the Principal Chair of the RCG(s) reports which items are to remain as originally classified (some documents that are brought in for discussion could be confidential), ratification of this would then be sought from the RCG. Any matters which may impact on the delivery or content of Authority Updates shall be presented at the ACE by the Principal Chair of the RCG for deliberation and decision, if appropriate.

9. Any other Business

6. Minutes

6.1 Minutes will be produced, where possible, in draft by GeoPlace within 5 working days of the meeting.

6.2 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 those actions to be undertaken.

6.3 Any discussions held which the group agrees are confidential shall be referred to as such in the minutes. i.e. "The RCG discussed agenda item x which has been agreed as confidential".

6.4 Draft minutes, once agreed by the Principal Chair of the RCG, will be circulated to all RCG members of that RCG for approval within 15 working days of the date of the meeting. Approved minutes will subsequently be published on the Authority Contacts collaboration platform following the next meeting of that RCG.

6.5 The full minutes, including agreed notes of confidential matters will be published on the private RCG and ACE collaboration platforms.

7. Governance of Meetings

7.1 The RCG will make decisions by simple majority voting. Each RCG Regional Chair or Deputy will have one vote. In the case of equality of votes, the Principal Chair of the RCG will have the casting vote.

7.2 Quorum of the RCG for decisions, either taken at a meeting or between meetings and ratified at the subsequent meeting, will be not less than a majority of the membership of the RCG, i.e. 6.

7.3 The RCG will create and manage, facilitated and overseen by ACE, sub-group(s) and working group(s), as are deemed necessary; to assist

in achieving the RCG aims in accordance with the annual review of its business plan.

8. Special RCG(s) Meetings

8.1 These shall require either:

- at least four members of the RCG to agree the need for such a meeting and at least three weeks prior notice of the date of the proposed meeting taking place.
- or
- the Principal Chair of the RCG or one of the GeoPlace authorised representatives as specified in Schedule 5 of the DCA may convene a special meeting at their own behest.

9. Conflicts of Interest

9.1 If during a meeting any issue is discussed in which a RCG 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 Principal Chair of the RCG 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.

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

10. Online Collaboration Platform

10.1 Membership of the private RCG online collaboration platform will be restricted to the 10 Regional Chairs, their Deputies, GeoPlace authorised representatives, the Principal Chair and Deputy of the other RCG and the meeting facilitator from GeoPlace.

11. Expenses

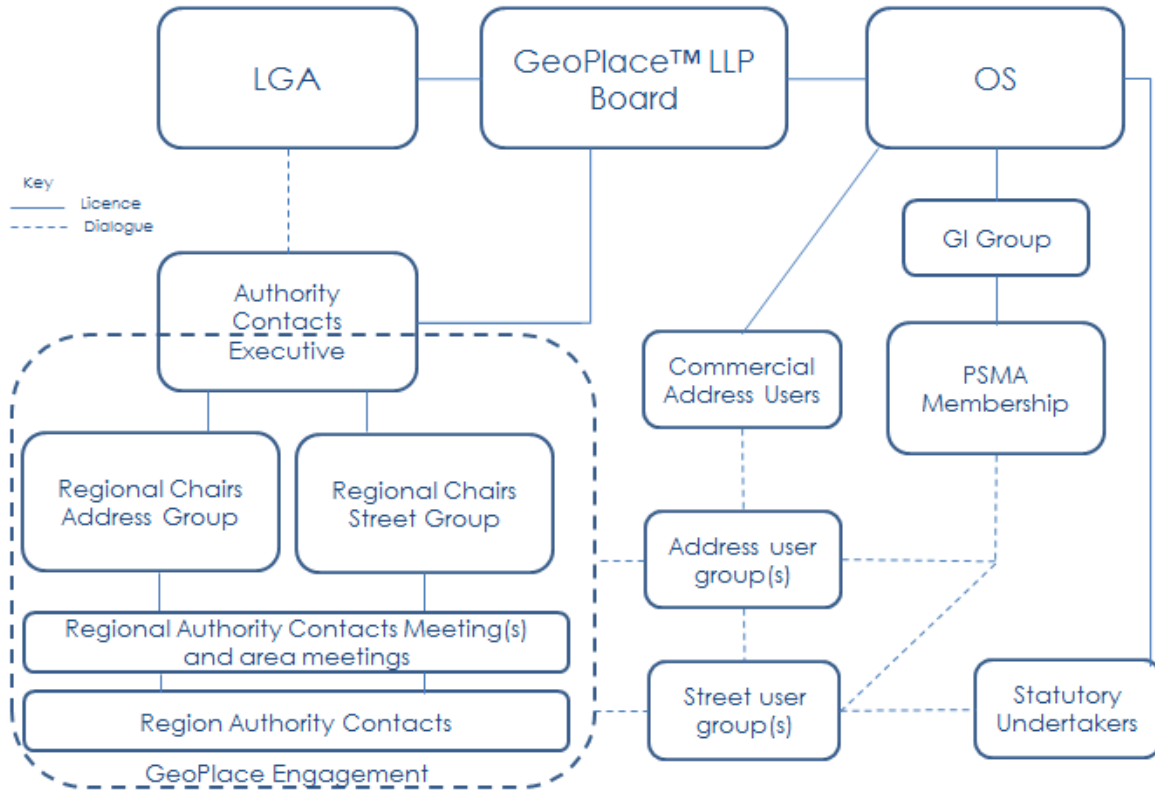
11.1 Reasonable standard class rail travel, overnight accommodation and subsistence costs for Regional Chairs or nominated Deputy attending RCG meetings and any other authorised meeting shall be paid for by GeoPlace.

11.2 Reasonable expenses to other attendees may be paid at the discretion of GeoPlace.

12. Duration

12.1 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 RCG(s) and agreed by the ACE.

Annex A - Governance Structure Chart



Annex B – 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.

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 C – List of regions and areas

Wales

Mid and West Wales

North Wales

South Wales

Greater London

North East

North West

South East

South West

North West England

Cheshire

Cumbria

Greater Manchester

Lancashire

Merseyside

North East England

Cleveland

Durham and Darlington

Tyne and Wear and Northumberland

Yorkshire and the Humber

Humberside

South Yorkshire

North Yorkshire

West Yorkshire

East Midlands

Derbyshire and Derby

Leicestershire and Leicester

Lincolnshire

Northamptonshire

Nottinghamshire and Nottingham

West Midlands

Hereford and Worcester
Shropshire and Staffordshire
Warwickshire
West Midlands

East of England

Bedfordshire and Luton
Cambridgeshire and Peterborough
Essex, Thurrock and Southend
Hertfordshire
Norfolk
Suffolk

South West England

Avon
Devon, Cornwall and Isles of Scilly
Dorset, Bournemouth and Poole
Gloucestershire
Somerset, Wiltshire and Swindon

South East England

Berkshire
Buckinghamshire and Milton Keynes
East Sussex
Hampshire, Portsmouth, Southampton and Isle of Wight
Kent and Medway
Oxfordshire
Surrey
West Sussex, Brighton and Hove