

ROTHERHAM PLACE PARTNERSHIP AGREEMENT

COMMENCEMENT DATE 01.07.2022

Date Updated 14.04.24

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DATE REFRESHED 30.03.26

- 1. NHS SOUTH YORKSHIRE INTEGRATED CARE BOARD**
- 2. CONNECT HEALTHCARE ROTHERHAM CIC**
- 3. ROTHERHAM METROPOLITAN BOROUGH COUNCIL**
- 4. ROTHERHAM DONCASTER AND SOUTH HUMBER NHS FOUNDATION TRUST**
- 5. THE ROTHERHAM NHS FOUNDATION TRUST**
- 6. VOLUNTARY ACTION ROTHERHAM LIMITED**

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Date commenced: 1st July 2022

Date reaffirmed: 1st July 2024

Date amended: 1st April 2026

This Place Agreement (the **Agreement**) is made between:

1. **ROTHERHAM METROPOLITAN BOROUGH COUNCIL** of Riverside House, Main Street, Rotherham S60 1AE (the “**Council**”);
2. **THE ROTHERHAM NHS FOUNDATION TRUST** of Rotherham Hospital, Moorgate Road, Rotherham S60 2UD (“**TRFT**”);
3. **ROTHERHAM DONCASTER AND SOUTH HUMBER NHS FOUNDATION TRUST** of Woodfield House, Tickhill Road Site, Weston Rd, Doncaster DN4 8QN (“**RDASH**”);
4. **NHS SOUTH YORKSHIRE INTEGRATED CARE BOARD** of 197 Eyre Street, Sheffield S1 3FG (the “**ICB**”);
5. **VOLUNTARY ACTION ROTHERHAM LIMITED** a registered charity (Registered Charity Number 1075995) and a company limited by guarantee (Registered Company number 02222190) whose registered office is The Spectrum, Coke Hill, Rotherham S60 2HX (“**VAR**”);
6. **CONNECT HEALTHCARE ROTHERHAM CIC** (Company number 10648960) whose registered office is Valley Health Centre, Saville Street, Rotherham S65 3HD (“**Connect**”); and

together referred to in this Agreement as the “**Partners**”.

The ICB and the Council (in its role as commissioner of social care and public health services) are together referred to in this Agreement as the “**Commissioners**”.

Connect, TRFT, RDASH, VAR and the Council (in its role as a provider of social care services, whether directly or through contracting arrangements with third party providers) are together referred to in this Agreement as the “**Providers**”.

BACKGROUND

- a) The Partners have been working collaboratively across Rotherham to integrate services and provide care closer to home for local people for some time, under a collaborative agreement signed in 2018. This updated Agreement sets out the values, principles and shared ambition of the Partners in supporting continued work to further develop place-based health and care provision for the Rotherham population using a population health management approach and building on the progress achieved by the Partners to date.
- b) Rotherham’s Integrated Health & Social Care Place Plan (the “**Place Plan**”) detailed the Partners’ joined up approach to delivering key initiatives that will help achieve the Health and Wellbeing Strategic Aims. The Place Partnership governance framework set out in this Agreement will enable the Providers to collaborate in order to identify opportunities for service improvement or redesign in line with the vision and objectives in the Place Plan.
- c) In line with the Health and Care Act 2022, on the Commencement Date the ICB was

established as a statutory body and NHS Rotherham Clinical Commissioning Group was dissolved and its functions transferred to the ICB.

- d) The Partners acknowledge that the Council has a dual role within the Rotherham health and care system as both a commissioner of social care and public health services but also as a provider of social care and public health services either through direct delivery or through various contracts. In its role as commissioner of social care and public health services the Council shall work in conjunction with the ICB and in its role as a provider of social care services the Council shall work in conjunction with the other Providers. The Council recognises the need to ensure and will ensure that any potential conflicts of interest arising from its dual role are appropriately identified to the other Partners and managed.
- e) This Agreement sets out the key terms that the Partners have agreed, including:
- the vision of the Partners, and key objectives for the development and delivery of integrated services in Rotherham;
 - the key principles that the Partners will comply with in working together through the Place Partnership; and
 - the governance structures underpinning the Place Partnership.
- f) This Agreement is intended to work alongside:
- the Place Plan;
 - the Contracts between the ICB and the Providers and between the Council and the Providers for the delivery of the Services; and
 - the Section 75 Agreement between the Commissioners under which they commission the services listed in the schedules to that agreement.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, capitalised words and expressions shall have the meanings given to them in Schedule 1.
- 1.2 In this Agreement, unless the context requires otherwise, the following rules of construction shall apply:
- 1.2.1 a “person” includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.2.2 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;

- 1.2.3 a reference to a “Provider”, the “Council”, the “ICB” or the “Commissioner” or any Partner includes its personal representatives, successors or permitted assigns;
- 1.2.4 a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted; and
- 1.2.5 any phrase introduced by the terms “**including**”, “**include**”, “**in particular**” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. STATUS AND PURPOSE OF THIS AGREEMENT

- 2.1 The Partners have agreed to work together to further develop the Place Partnership in order to develop an improved financial, governance and contractual framework for delivering integrated health, support, and community care for the Rotherham population (covered by the ICB and the Council) and to deliver the Place Plan.
- 2.2 Notwithstanding the good faith consideration that each Partner has afforded the terms set out in this Agreement, the Partners agree that save as provided in Clause 2.3 below this Agreement shall not be legally binding. The Partners each enter into this Agreement intending to honour all of their respective obligations.
- 2.3 Clauses 9 (*Transparency*), 156 (*Liability*), 18 (*Confidentiality and FOIA*), 19(*Intellectual Property*), 20.4 (*Counterparts*) and 20.5 (*Governing Law and Jurisdiction*) shall come into force from the date of this Agreement and shall give rise to legally binding commitments between the Providers.
- 2.4 Each of the Providers has one or more individual Contracts (or where appropriate combined Contracts) with the ICB or Council. This Agreement is not intended to conflict with or take precedence over the terms of the Contracts unless expressly agreed by the Partners in writing.

3. APPROVALS

Each of the Partners acknowledges and confirms that as at the date of this Agreement it has obtained all necessary authorisations to enter into this Agreement and that its own organisational leadership body has approved the terms of this Agreement.

4. DURATION AND REVIEW

- 4.1 The initial Agreement commenced on the Commencement Date (1 July 2022) and was in full force and effect until the expiry date of 31 March 2026 (the “**Extended Term**”). The refreshed Agreement will continue to be in full force and effect from the 1 April 2026 and continue until 31 March 2028 (the “**Further Extended Term**”), unless and until terminated in accordance with the terms of this Agreement.

- 4.2 Prior to the expiry of the Revised Extended Term of this Agreement will expire automatically without notice unless, no later than one (1) month before the end of the Further Extended Term, the Partners agree in writing that the term of the Agreement will be extended for a further term to be agreed between the Partners (the “Further Extended Term”).
- 4.3 The Partners will review progress made against the Place Partnership Plan and/or at such intervals thereafter as may be agreed between the Partners, and the Partners may agree to vary the Agreement to reflect developments as appropriate in accordance with Clause 17 (*Variation*).

SECTION A: PLACE PLAN VISION, OBJECTIVES AND PRINCIPLES

5. THE PLACE PLAN VISION AND OBJECTIVES

- 5.1 The Place Plan agreed by the Partners is intended to deliver sustainable, effective, and efficient health and care support and community services with significant improvements underpinned by collaborative working through the development of the Place Partnership. The Partners have agreed to work together in order to achieve the objectives set out in the Place Plan.
- 5.2 The Partners’ shared vision as set out in the Place Plan is:
“Supporting people and families to live independently in the community, with prevention and self-management at the heart of our delivery”
- 5.3 The Partners acknowledge that they will have to make decisions together in order for the Place Partnership to work effectively. The Partners agree that they will always look to work together and make decisions on a Best for Rotherham basis in order to achieve the objectives in the Place Plan, save for the Reserved Matters listed at Clause 8.1.

6. THE PRINCIPLES

- 6.1 These Principles underpin the delivery of the Partners’ obligations under this Agreement and set out key factors for a successful relationship between the Partners. The Partners acknowledge and confirm that the successful delivery of the Place Plan will depend on the Providers’ ability to effectively co-ordinate and combine their expertise and resources in order to deliver an integrated approach to the provision of the Services in conjunction with the Commissioners.
- 6.2 The Principles are that the Partners will work together in good faith and, unless the provisions in this Agreement state otherwise, the Partners will:
 - 6.2.1 focus on people and places rather than organisations, pulling pathways together and integrating them around people’s homes and localities; adopt a way of working which promotes continuous engagement with and involvement of local people to inform this;

- 6.2.2 actively encourage prevention, self-management, and early intervention to promote independence and support recovery, and be fair to ensure that all the people of Rotherham can have timely access to the support they require to retain independence;
 - 6.2.3 design pathways together and collaborate, agreeing how we do pathways once collectively, to make our current and future services work better;
 - 6.2.4 be innovative, using international evidence and proven best practice to shape our pathways to achieve the best outcomes for people in Rotherham in the most cost-effective way;
 - 6.2.5 strive for the best quality services based on the outcomes we want within the resource available;
 - 6.2.6 be financially sustainable and this must be secured through our plans and pathway reform;
 - 6.2.7 align relevant health and social care budgets together so we can buy health, care, and support services once for a place in a joined up way;
 - 6.2.8 work together to reduce health inequalities and tackle the wider determinants of health to ensure that the health of our most vulnerable communities, including those living in poverty and deprivation and those with mental health problems, learning or physical disabilities, is improving the fastest; and
 - 6.2.9 promoting and striving to adhere to the Nolan Principles of public life (selflessness, integrity, objectivity, accountability, openness, honesty and leadership),
- (together these are the “**Principles**”).

7. PROBLEM RESOLUTION AND ESCALATION

- 7.1 The Partners agree to adopt a systematic approach to problem resolution which recognises the objectives in the Place Plan and the Principles and which:
 - 7.1.1 seeks solutions without apportioning blame;
 - 7.1.2 is based on mutually beneficial outcomes;
 - 7.1.3 treats each Partner as an equal party in the dispute resolution process; and
 - 7.1.4 contains a mutual acceptance that adversarial attitudes waste time and money.
- 7.2 If a problem, issue, concern or complaint comes to the attention of a Partner which relates to the Place Plan or the Principles or any matter within the scope of this Agreement and is appropriate for resolution between the Partners such Partner shall notify the other Partners and the Partners each acknowledge and confirm that they shall

then seek to resolve the issue by a process of discussion and/or negotiation within 20 Operational Days of such matter being notified.

- 7.3 Any Dispute arising between the Partners which is not resolved under Clause 7.2 above will be resolved in accordance with Schedule 3 (*Dispute Resolution Procedure*).
- 7.4 If any Partner receives any formal enquiry, complaint, claim or threat of action from a third party relating to this Agreement (including, but not limited to, claims made by a supplier or requests for information made under the FOIA relating to this Agreement) the receiving Partner will liaise with the Place Leadership Team as to the contents of any response before a response is issued.

SECTION B: OPERATION OF AND ROLES IN THE PLACE PARTNERSHIP

8. RESERVED MATTERS

- 8.1 The Partners agree and acknowledge that nothing in this Agreement shall operate as to require them to make any decision or act in anyway which shall place any Partner in breach of:
 - 8.1.1 Law;
 - 8.1.2 any Services Contract or the Section 75 Agreement;
 - 8.1.3 any specific Department of Health and Social Care or NHS England policies;
 - 8.1.4 if applicable its Constitution (including for the ICB and the Council); any terms of its NHS provider licence; its registration with the CQC; the terms of reference or the Place Board; or to breach any legislative requirements including the NHS Act 2006 (as amended); or
 - 8.1.5 any term of a non-NHS party's legal constitution or other legally binding agreement or governance document of which specific written notice has been given to the Partners prior to the date of the Agreement,

and the Place Board will not make a final recommendation which requires any Partner to act as such.

9. TRANSPARENCY

- 9.1 The Partners will provide to each other all information that is reasonably required in order to achieve the objectives in the Place Plan.
- 9.2 The Partners have responsibilities to comply with Law (including where applicable Competition Law). The Partners will make sure that they share information, and in particular Competition Sensitive Information, in such a way that is compliant with Competition Law and, accordingly, the Place Board and the Place Team will each ensure that the exchange of Competition Sensitive Information will be restricted to circumstances where:

- 9.2.1 it is essential;
 - 9.2.2 it is not exchanged more widely than necessary;
 - 9.2.3 it is subject to suitable non-disclosure or confidentiality agreements which include a requirement for the recipient to destroy or return it on request or on termination or expiry of this Agreement; and
 - 9.2.4 it may not be used other than to achieve the aims of this Agreement or the Place Plan in accordance with the Principles.
- 9.3 Subject to compliance with Clause 9.1 above, the Partners will ensure that they provide the Place Board and Place Leadership Team with all financial cost resourcing, activity or other information as may be reasonably required so that the Place Board and Place Leadership Team can be satisfied that the Place Plan objectives are being satisfied.
- 9.4 The Commissioners will make sure that the Place Board and Place Leadership Team establish appropriate information barriers between and within the Providers so as to ensure that Competition Sensitive Information and Confidential Information are only available to those Providers who need to see it to achieve the Place Plan and for no other purpose whatsoever so that the Partners do not breach Competition Law.
- 9.5 It is accepted by the Partners that the involvement of the Providers in the governance arrangements for the Place Partnership is likely to give rise to situations where information will be generated and made available to the Providers, which could potentially give the Providers an unfair advantage in competitions or which may be capable of distorting such competitions (for example, disclosure of pricing information or approach to risk may provide one Provider with a commercial advantage over a separate provider). Any Provider will have the opportunity to demonstrate to the reasonable satisfaction of the ICB and/or the Council (where acting as a commissioner) in relation to any competitive procurements that the information it has acquired as a result of its participation in the Place Partnership, other than as a result of a breach of this Agreement, does not preclude the ICB and the Council (where acting as a commissioner) from running a fair competitive procurement in accordance with their legal obligations.
- 9.6 Notwithstanding Clause 9.5 above, the Commissioners may take such measures as they consider necessary in relation to such competitive procurements in order to comply with their obligations under Law which may include excluding any potential bidder from the competitive procurement in accordance with the Law governing that competitive procurement.

SECTION C: GOVERNANCE ARRANGEMENTS

10. PLACE PARTNERSHIP GOVERNANCE

10.1 In addition to the Partners' own Boards / Cabinet / Governing Body, which shall remain accountable for the exercise of each of the Partners' respective functions, the Partners must communicate with each other in a clear, direct, and timely manner. The governance structure for the Place Partnership will include:

10.1.1 the Health and Wellbeing Board for Rotherham;

10.1.2 the Place Board;

10.2 the Place Leadership Team. The diagram in Schedule 2 (Governance) sets out the governance structure and the links between the various groups in more detail. In addition to the two groups set out in Clause 10.1, as detailed on the diagram in Schedule 2 the Partners have formed a number of 'Enabling Groups', 'Transformation Groups' and 'Cross Cutting Groups' which report into the Place Leadership Team and focus on the Enabler, Transformation and Cross-Cutting Workstreams respectively.

Rotherham Health and Wellbeing Board

10.3 The Rotherham Health and Wellbeing Board is a committee of the Council, charged with promoting greater health and social care integration in Rotherham. The Health and Wellbeing Board will receive reports from the Place Board in regards to progress against the Place Plan.

Rotherham Place Board

10.4 The role of the Place Board in practice is:

10.4.1 the Place Board has responsibility for aligning decisions on strategic policy matters made by Partners that are relevant to the Place Partnership. Where applicable, the Place Board may also make recommendations on matters that it has been asked to consider on behalf of a constituent Partner in the Place Partnership. Where the Place Board has been asked to consider matters on behalf of a Partner, the Partner organisation remains responsible for the exercise of its functions and nothing that the Place Board does shall restrict or undermine that responsibility. This work is referred to as "**Partnership Business**"; and

10.5 As far as possible in accordance with their organisation's governance arrangements, the Partners that are statutory bodies will seek to exercise their respective statutory functions within the Place Board governance structure insofar as such functions relate to Partnership Business (in the case of the other statutory Partners) and are within the scope of these arrangements. This will be enabled:

- 10.5.1 for other Partners that are statutory bodies, through those organisations (at their discretion) granting delegated authority for decision making to specific individuals (for example a Place Board member) or to specific committees or other structures established by Partner organisations meeting as part of, or in parallel with, the Place Board; and
- 10.5.2 for Partners that are not statutory bodies, it is expected that as far as possible the individuals attending meetings of the Place Board will be formally authorised to take the decisions under consideration on behalf of their organisation.
- 10.6 The terms of reference for Partnership Business in Schedule 3 apply to the Place Board as at the Commencement Date. The terms of reference for all governance groups may be updated by agreement of the Partners during the term or as otherwise stated in their terms.
- 10.7 Decisions for Partnership Business aim to ensure that decisions reflect applicable national and local strategies and are taken in accordance with the Vision, Objectives and Principles for the Place Partnership.
- 10.8 The Place Board is the group responsible for:
 - 10.8.1 leading the Place Partnership,
 - 10.8.2 reporting to Partner organisations and the Health and Wellbeing Board for Rotherham on progress against the Place Plan; and
 - 10.8.3 liaising where appropriate with national stakeholders (including NHS England) to communicate the views of the Place Partnership on matters relating to integrated care in Rotherham.
- 10.9 The Place Board will act in accordance with the terms of reference set out in Schedule 2 (*Governance*) as applicable.
- 10.10 The joint commissioning governance arrangements between the ICB and the Council in respect of the Better Care Fund as at the Commencement Date will continue to operate separately from the Place Board. Where agreed by the ICB and the Council the Place Board may meet in common with the BCF joint commissioning governance arrangements between the ICB and the Council.
- 10.11 The Place Board may refer opportunities to develop specific service improvements / redesign (provided they align sufficiently with the Principles and Objectives) to collaboratives of some or all of the Providers (dependent on the opportunity). Where the Place Board refers such opportunities, the Providers may choose to collaborate through existing governance groups (e.g. the Place Leadership Team), or set up specific task and finish groups, in either case aligning with the work of the Place Leadership Team and reporting into the Place Board. The scope and detail of delivery by the Providers of

any such opportunities will be agreed by the relevant Partners through the Place Board and appended to this Agreement.

Rotherham Place Leadership Team

- 10.12 The Place Leadership Team is the oversight group for the delivery of the Rotherham Place Plan, and in driving forward the Partners' ambition for further delegation at place. It is the forum where all Partners come together to strengthen relationships and provide leadership and ambition for transformation of the Place Partnership. It will support oversight of agendas and papers for the Place Board (Partnership Business) and agree any partnership issues for escalation to the Place Board. The terms of reference for the Place Leadership Team are set out in [Schedule 2].
- 10.13 The Place Leadership Team is the group responsible for managing the collaborative operation of the Partners and the delivery of the Place Plan.
- 10.14 The Partners will communicate with each other clearly, directly and in a timely manner to ensure that the Partners (and their representatives) present at the Place Board and Place Leadership Team are able to represent their nominating organisations to enable effective and timely decisions to be made for each respective Partner under this Agreement.
- 10.15 Each Partner must ensure that its appointed members of the Place Board and Place Leadership Team (or their appointed deputies/alternatives) attend all meetings of the relevant group and participate fully and exercise their rights on a Best for Rotherham basis and in accordance with Clause 5 (*Place Plan Objectives*) and Clause 6 (*Principles*).

11. CONFLICTS OF INTEREST

- 11.1 Subject to compliance with Law (including without limitation Competition Law) and contractual obligations of confidentiality the Partners agree to share all information relevant to the achievement of the Place Plan objectives in an honest, open and timely manner.
- 11.2 The Partners will:
 - 11.2.1 disclose to each other the full particulars of any real or apparent conflict of interest which arises or may arise in connection with this Agreement or operation of the Place Board and Place Leadership Team, immediately upon becoming aware of the conflict of interest whether that conflict concerns the Partner or any person employed or retained by them for or in connection with the performance of the Services;
 - 11.2.2 not allow themselves to be placed in a position of conflict of interest in regard to any of their rights or obligations under this Agreement (without the prior consent

of the other Partners) before they participate in any decision in respect of that matter; and

11.2.3 use best endeavours to ensure that their Place Board and, Place Leadership Team representatives comply with the requirements of this Clause 11 when acting in connection with this Agreement.

SECTION D: FINANCIAL PLANNING

12. PAYMENTS

12.1 The Partners who provide services will continue to be paid in accordance with the mechanism set out in their respective Contracts in respect of Services they deliver.

12.2 The Partners have not agreed as at the Commencement Date to share risk or reward. However, the Partners will continue to work together during the term of the Rotherham Place Plan to develop system financial principles including the potential development of risk/reward sharing mechanisms with the aim of achieving the Objectives of the Plan. Any future introduction of such a mechanism would require additional legally binding provisions to be agreed between the Partners and incorporated into this Agreement in accordance with Clause 17.

SECTION F: GENERAL PROVISIONS

13. EXCLUSION AND TERMINATION

13.1 A Partner may be excluded from this Agreement on notice from the other Partners (acting in consensus) in the event of:

13.1.1 the termination of their Contract; or

13.1.2 an event of Insolvency affecting them.

13.2 A Partner may withdraw from this Agreement by giving not less than 3 months' written notice to each of the other Partners' representatives on the Place Partnership Board.

13.3 A Partner may be excluded from this Agreement on written notice from all of the remaining Partners in the event of a material or persistent breach of the terms of this Agreement by the relevant Partner which has not been rectified within 30 days of notification issued by the remaining Partners (acting in consensus) or which is not reasonably capable of remedy. In such circumstances this Agreement shall be partially terminated in respect of the excluded Partner.

13.4 The Place Board may resolve to terminate this Agreement in whole where:

13.4.1 a Dispute cannot be resolved pursuant to the Dispute Resolution Procedure; or

13.4.2 where the Partners agree for this Agreement to be replaced by a formal legally binding agreement between them.

14.5 Where a Partner is excluded from this Agreement, or withdraws from it, the Partners recognise that the associated Contract may be terminated and/or varied to reflect how the impacted Services are to be delivered. In addition to any specific obligations under the relevant Contract and to ensure a smooth transfer of Services the Partners agree to work together in good faith to agree the necessary changes so that the Services continue to be provided for the benefit of the Population. The excluded Partner shall procure that all data and other material belonging to any other Partner shall be delivered back to the relevant Partner or deleted or destroyed (as instructed by the relevant Partner) as soon as reasonably practicable.

14.6 For the avoidance of doubt, individuals sitting as members of the Place Board may be removed and/ or may be prevented from participating in meetings in accordance with the relevant Terms of Reference set out in Schedule 2.

14. INTRODUCING NEW PARTNERS

Additional parties may become parties to this Agreement on such terms as the Partners will jointly agree in writing, acting at all times on a Best for Rotherham basis. Any new Partner will be required to agree in writing to the terms of this Agreement (including the legally binding elements) before admission.

15. LIABILITY

The Partners' respective responsibilities and liabilities in the event that things go wrong with the Services will be allocated under their respective Contracts and not this Agreement.

16. VARIATION

Any amendment to this Agreement will not be binding unless set out in writing and signed by or on behalf of each of the Partners.

17. CONFIDENTIALITY AND FOIA

17.1 Each Partner shall keep in strict confidence all Confidential Information it receives from another Partner except to the extent that such Confidential Information is required by Law to be disclosed or is already in the public domain or comes into the public domain otherwise than through an unauthorised disclosure by a Partner. Each Partner shall use Confidential Information received from another Partner solely for the purpose of delivering the Services and complying with its obligations under this Agreement and for no other purpose.

17.2 To the extent that any Confidential Information is covered or protected by legal privilege, then disclosing such Confidential Information to any Partner or otherwise permitting disclosure of such Confidential Information does not constitute a waiver of privilege or of any other rights which a Partner may have in respect of such Confidential Information.

- 17.3 The Partners agree to procure, as far as is reasonably practicable, that the terms of this Clause 18 (*Confidentiality and FOIA*) are observed by any of their respective successors, assigns, or transferees of respective businesses or interests or any part thereof as if they had been party to this Agreement.
- 17.4 Nothing in this Clause 18 (*Confidentiality and FOIA*) will affect any of the Partners' regulatory or statutory obligations, including but not limited to competition law of any applicable jurisdiction.
- 17.5 The Partners acknowledge that some of them are subject to the requirements of FOIA and will facilitate each other's compliance with their information disclosure requirements, including the submission of requests for information and handling any such requests in a prompt manner and so as to ensure that any Partner which is subject to FOIA is able to comply with their statutory obligations.

18. INTELLECTUAL PROPERTY

- 18.1 In order to develop and deliver the arrangements under this Agreement in accordance with the Principles each Partner grants each of the other Partners a fully paid up, non-exclusive licence to use its existing Intellectual Property insofar as is reasonably required for the sole purpose of the fulfilment of that Partner's obligations under this Agreement.
- 18.2 If any Partner creates any new Intellectual Property through the development and delivery of the arrangements under this Agreement, the Partner which creates the new Intellectual Property will grant to the other Partners a fully paid up, non-exclusive licence to use the new Intellectual Property for the sole purpose of the fulfilment of that Partner's obligations for the Services and the development and delivery of the arrangements under this Agreement.

19. GENERAL

- 19.1 Any notice or other communication given to a Partner under or in connection with this Agreement shall be in writing, addressed to that Partner at its principal place of business or such other address as that Partner may have specified to the other Partner in writing in accordance with this Clause, and shall be delivered personally, or sent by pre-paid first class post, recorded delivery or commercial courier.
- 19.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Clause 19.1; if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Operational Day after posting; or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 19.3 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership between any of the Partners, constitute any Partner the agent of another

Partner, nor authorise any Partner to make or enter into any commitments for or on behalf of any other Partner except as expressly provided in this Agreement.

- 19.4 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement. The expression “counterpart” shall include any executed copy of this Agreement scanned into printable PDF, JPEG, or other agreed digital format and transmitted as an e-mail attachment. No counterpart shall be effective until each Partner has executed at least one counterpart.
- 19.5 This Agreement, and any Dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and where applicable, the Partners irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.
- 19.6 A person who is not a Partner to this Agreement shall not have any rights under or in connection with it.

This Agreement for a Rotherham Place Partnership has been entered into on the date stated at the beginning of it.

Signed by JOHN EDWARDS

for and on behalf of **ROTHERHAM METROPOLITAN
BOROUGH COUNCIL**

.....
CHIEF EXECUTIVE

Signed by RICHARD JENKINS

for and on behalf of **THE ROTHERHAM NHS
FOUNDATION TRUST**

.....
CHIEF EXECUTIVE

Signed by TOBY LEWIS

for and on behalf of **ROTHERHAM DONCASTER AND
SOUTH HUMBER NHS FOUNDATION TRUST**

.....
CHIEF EXECUTIVE

Signed by **xxx**

for and on behalf of **NHS SOUTH YORKSHIRE
INTEGRATED CARE BOARD**

.....
PORTFOLIO DIRECTOR –
CONTRACT AND
COMMISSIONING

Signed by SHAFIQ HUSSAIN

for and on behalf of **VOLUNTARY ACTION ROTHERHAM
LIMITED**

.....
CHIEF EXECUTIVE

Signed by DR ANAND BARMADÉ

for and on behalf of **CONNECT HEALTHCARE
ROTHERHAM CIC**

.....
CHAIR

SCHEDULE 1

Definitions and Interpretation

1 The following words and phrases have the following meanings:

Agreement or Place Agreement	this agreement incorporating the Schedules
Best for Rotherham	best for the achievement of the Place Plan for the Rotherham population on the basis of the Principles
Commencement Date	1 July 2022
Date refreshed	1 April 2026
Commercially Sensitive Information	Confidential Information which is of a commercially sensitive nature relating to a Partner, its intellectual property rights or its business or which a Partner has indicated would cause that Partner significant commercial disadvantage or material financial loss
Competition Law	the Competition Act 1998 and the Enterprise Act 2002, as amended by the Enterprise and Regulatory Reform Act 2013 and as applied to the healthcare sector in accordance with the Health and Care Act 2022
Competition Sensitive Information	Confidential Information which is owned, produced and marked as Competition Sensitive Information including information on costs by one of the Partners and which that Partner properly considers is of such a nature that it cannot be exchanged with the other Partners without a breach or potential breach of Competition Law. Competition Sensitive Information may include, by way of illustration, trade secrets, confidential financial information and confidential commercial information, including without limitation, information relating to the terms of actual or proposed contracts or sub-contract arrangements (including bids received under competitive tendering), future pricing, business strategy and costs data, as may be utilised, produced or recorded by any Partner, the publication of which an organisation in the same business would reasonably be able to expect to protect by virtue of business confidentiality provisions
Confidential Information	the provisions of this Agreement and all information which is secret or otherwise not publicly available (in both cases in its entirety or in part) including commercial, financial, marketing or technical information, know-how, trade secrets or business methods, in all cases whether disclosed orally or in writing before or after the date of this Agreement, including Commercially Sensitive Information and Competition Sensitive Information
Contract	a contract entered into by one of the ICB or the Council and a Provider for the provision of the

	Services linked to the agreed Transformation Workstreams and references to a Contract include all or any one of those contracts as the context requires
Dispute	any dispute arising between two or more of the Partners in connection with this Agreement or their respective rights and obligations under it
Dispute Resolution Procedure	the procedure set out in Schedule 3 for the resolution of disputes which are not capable of resolution under Clause 7 (<i>Problem Resolution and Escalation</i>)
Enablers	the enabling workstreams as set out in the Place Plan
Further Extended Term	has the meaning set out in Clause 4.2
FOIA	the Freedom of Information Act 2000 and any subordinate legislation (as defined in section 84 of the Freedom of Information Act 2000) from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such Act
Good Practice	Good Clinical Practice and/or Good Health and/or Social Care Practice (each as defined in the Contracts), as appropriate
Insolvency	(as may be applicable to each Partner) a Partner taking any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business
Intellectual Property	patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, goodwill, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, Confidential Information and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world
Law	a) any applicable statute or proclamation or any delegated or subordinate legislation or regulation; b) any applicable judgment of a relevant court of law which is a binding precedent in England and

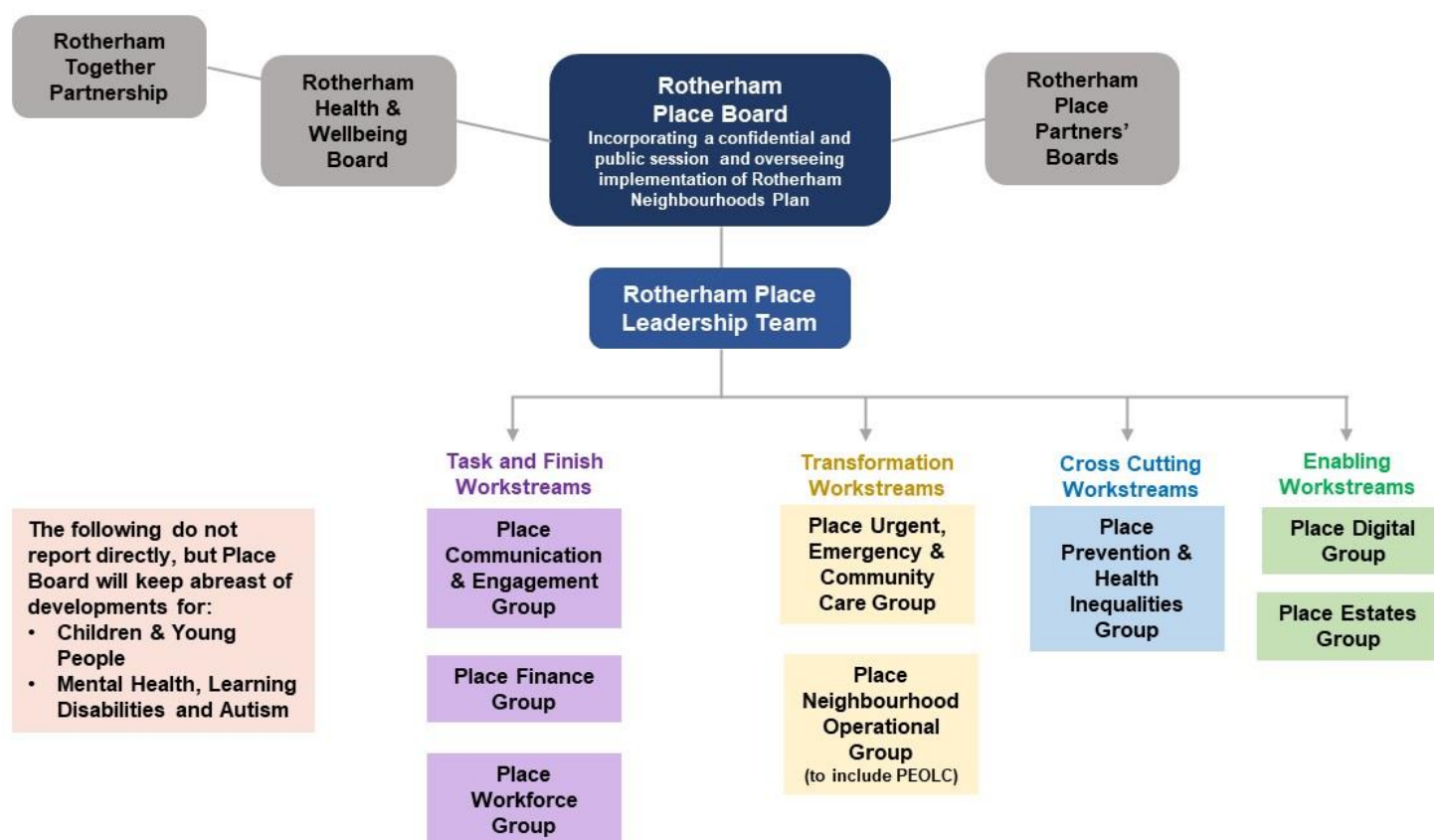
	Wales; c) Guidance (as defined in the NHS Standard Contract); d) National Standards (as defined in the NHS Standard Contract); and e) any applicable code.
Leadership Team	the Rotherham Place Leadership Team as described in clause 10.12
NHS Standard Contract	the NHS Standard Contract for NHS healthcare services as published by NHS England from time to time
Operational Days	a day other than a Saturday, Sunday or bank holiday in England
Place Board	the Rotherham Place Board
Place Plan	the Rotherham Integrated Health & Social Care Place Plan set out in Schedule 4 of this Agreement
Population	the geographical population group of Rotherham as covered by the ICB and Council
Principles	means the principles set out in Clause 6.2
Reserved Matters	the matters set out in Clause Error! Reference source not found.
Section 75 Agreement	the agreement entered into by the ICB and the Council under section 75 of the National Health Service Act 2006 to commission the services listed in the Schedules to that agreement
Service Users	people within the Rotherham population served by the Commissioners and who are in receipt of the Services
Services	the services provided, or to be provided, by each Provider to Service Users pursuant to its respective Contract as set out in the Place Plan
Transformation Workstreams	the workstreams set out in the Place Plan.

SCHEDULE 2

Governance

- 1.1 This Schedule 2 sets out the governance arrangements for the Place Partnership under this Agreement.
- 1.2 The diagram below summarises the governance structure which the Partners have agreed to operate to provide oversight of the development and implementation of the Place Partnership approach and the arrangements under this Agreement.
- 1.3 This Schedule also contains the terms of reference for the Place Board and the Place Leadership Team.

Place Partnership Structure from April 2026



Rotherham Place Board Terms of Reference

Add place board TOR once agreed

Rotherham Place Leadership Team Terms of Reference

Add PLT TOR once agreed

SCHEDULE 3

Dispute Resolution Procedure

1 Avoiding and Solving Disputes

- 1.1 The Partners commit to working cooperatively to identify and resolve issues to the Partners' mutual satisfaction so as to avoid all forms of dispute or conflict in performing their obligations under this Agreement. Accordingly the Partners will look to collaborate and resolve differences under Clause 7 (*Problem Resolution and Escalation*) of this Agreement prior to commencing this procedure.
- 1.2 The Partners believe that by focusing on the delivery of the Place Plan and Principles they are reinforcing their commitment to avoiding disputes and conflicts arising out of or in connection with the ICP.
- 1.3 The Partners shall promptly notify each other of any dispute or claim or any potential dispute or claim in relation to this Agreement or the operation of the Place Partnership (each a "**Dispute**") when it arises.
- 1.4 In the first instance the Place Leadership Team shall seek to resolve any Dispute to the mutual satisfaction of the Partners. If the Dispute cannot be resolved by the Place Leadership Team within 10 Operational Days of the Dispute being referred to it, the Dispute shall be referred to the Place Board for resolution.
- 1.5 The Place Board shall deal proactively with any Dispute on a Best for Rotherham basis in accordance with this Agreement so as to seek to reach a unanimous decision. If the Place Board reaches a consensus that resolves, or otherwise concludes a Dispute, it will advise the Partners of its decision by written notice.
- 1.6 The Partners agree that the Place Board, on a Best for Rotherham basis, may determine whatever action it believes is necessary including the following:
 - (a) if the Place Board cannot resolve a Dispute within 20 Operational Days of referral, it may by consensus select an independent facilitator to assist with resolving the Dispute; and
 - (b) the independent facilitator shall:
 - (i) be provided with any information he or she requests about the Dispute;
 - (ii) assist the Place Board to work towards a consensus decision in respect of the Dispute;
 - (iii) regulate his or her own procedure and, subject to the terms of this Agreement, the procedure of the Place Board at such discussions;
 - (iv) determine the number of facilitated discussions, provided that there will be not less than three (3) and not more than six (6) facilitated discussions, which must take place within twenty (20) Operational Days of the independent facilitator being appointed; and
 - (v) have its costs and disbursements met by the Partners in Dispute equally.

- 1.7 If the independent facilitator cannot resolve the Dispute within 30 Operational Days of referral of the Dispute by the Place Board, the Dispute must be considered afresh in accordance with this Schedule 3 and only after such further consideration again fails to resolve the Dispute, the Place Board may decide to:
- (i) terminate this Agreement in accordance with Clause 15.4.1; or
 - (ii) agree that the Dispute need not be resolved.

SCHEDULE 4

Rotherham Place Plan

Add refreshed Place Plan once developed and agreed