

Recruitment Pack

Appointment of Independent Chair

1. Draft Advert
2. Full Applicant Pack – person specification, experience required, technical requirement, timeline and process
3. Proforma application form
4. Appendices, including:
 - a. Appendix 1 – Nolan Principles
 - b. Appendix 2– Evaluation methodology
 - c. Appendix 3 – Conflict of interest declaration
 - d. Appendix 4 – Draft¹ Data sharing agreement between the Independent Chair and the Council
 - e. Appendix 5 – Fair Processing Notice

¹ The data sharing agreement is currently in draft form, as it will need to be considered by the successful applicant.

Draft Advertisement

[Advert to be published in forums to target relevant professionals who may possess the skills identified]

Independent Chair for CSE Inquiry Role Description

The Commissioning Body of the Independent Inquiry – Telford Child Sexual Exploitation (the "Inquiry"), invites applications from appropriately qualified individuals to independently lead and chair the Inquiry.

The purpose of the Inquiry is to:

-) fully investigate and establish the facts of child sexual exploitation in Telford;
-) to identify if, and where, public, and other, services have failed and where possible, to establish who is accountable for any failure; and
-) to make recommendations for the future.

The Independent Chair will:

-) work with the Commissioning Body to finalise the terms of reference and parameters of the Inquiry;
-) lead and conduct the Inquiry in accordance with its terms of reference and within an agreed timeframe, whilst working with and remaining accountable to the Commissioning Body at all times;
-) provide leadership and direction to enable the effective participation in the Inquiry of those able to give information of value to it;
-) engage with all relevant stakeholders in order to obtain information relevant to the Inquiry's terms of reference, applying a strategy that recognises the Inquiry's limited powers to compel the production of material; and
-) be responsible for producing a report which is thorough, comprehensive and evidence-based and which can be made publicly available.

Skills/experience required

The successful applicant will need to demonstrate the following competencies:

-) the capacity to examine issues in a thorough, impartial and flexible way, following an inquisitorial approach to engage with those able to give information of value to the Inquiry;
-) an ability to manage sensitive material and a sensitive subject matter with care, compassion and understanding, ensuring that you are approachable to all stakeholders;
-) an ability to work to tight timescales in considering large quantities of detailed information, offering consistency and logical analysis to reach fair judgments based on sound reasoning;
-) experience of chairing or having an involvement in inquiries, investigations or similar review procedures, questioning witnesses and writing reports; and

) experience of working in the area of child sexual exploitation.

How to Apply

The closing date for applications is 17:00 on [one month after the role is advertised] 2019.

To request further details, a full application pack and details of the selection process, please email mail@IITCSE.com.

Applicant Pack

Independent Chair Independent Inquiry – Telford Child Sexual Exploitation

Background

1. The Commissioning Body of the Independent Inquiry - Telford Child Sexual Exploitation (the "Inquiry") are seeking to appoint an Independent Chair to lead and run the Inquiry.
2. In April 2018, Telford & Wrekin Council (the "Council") unanimously agreed to commission an independent, non-statutory inquiry into child sexual exploitation within the Borough of Telford & Wrekin. Further background information giving context to this decision is included in a Report, and appendices, to the Council's Cabinet on 29 March 2018 and 19 April 2018 which are available on the Council's web-site. The Inquiry has been set up voluntarily by the Council and has no statutory powers to compel evidence.
3. Following that motion, the Council implemented a process to ensure the establishment of the Inquiry was as independent as possible from the Council. This involved the Council implementing a two stage process:
 - 3.1 Commissioning Body - The first stage was for the Council to appoint an independent Commissioning Body for the Inquiry. The Commissioning Body's responsibilities include:
 - 3.1.1 recruiting and appointing the Independent Chair;
 - 3.1.2 establishing stakeholder engagement;
 - 3.1.3 drafting the terms of reference;
 - 3.1.4 designing the parameters of the Inquiry and supporting the Independent Chair with delivery of the Inquiry, as required; and
 - 3.1.5 holding the Independent Chair to account. The Commissioning Body will receive a Draft Report from the Independent Chair and review it against the terms of reference and, subject to it meeting all elements of the terms of reference, receive a Final Report. The Commissioning Body will be responsible for reporting the Final Report to the Cabinet and Council.
 - 3.2 Following a competitive tender process which concluded in November 2018, Eversheds Sutherland (International) LLP was appointed as the Commissioning Body on 22 January 2019.
 - 3.3 The Independent Chair - The second stage is for the Commissioning Body to recruit and appoint an Independent Chair, who will need to work with, and be accountable to, the Commissioning Body. The Independent Chair will:
 - 3.3.1 work with the Commissioning Body to finalise the terms of reference and parameters of the Inquiry;
 - 3.3.2 lead and conduct the Inquiry in accordance with its terms of reference and within an agreed timeframe;

- 3.3.3 provide leadership and direction to enable the effective participation in the Inquiry of those able to give information of value to it;
- 3.3.4 engage with all relevant stakeholders in order to obtain information relevant to the Inquiry's terms of reference, applying a strategy that recognises the Inquiry's limited powers to compel the production of material; and
- 3.3.5 be responsible for producing a Draft Report for the Commissioning Body to review against the terms of reference, and then produce a Final Report.

The Inquiry

- 4. The purpose of the Inquiry is to:
 - 4.1 fully investigate and establish the facts of child sexual exploitation in Telford & Wrekin;
 - 4.2 to identify if, and where, public, and other, services have failed and where possible, to establish who is accountable for any failure; and
 - 4.3 to make recommendations for the future.

Role Purpose

The Independent Chair will lead the Inquiry and be responsible for setting its strategic direction, whilst also working closely and effectively with the Commissioning Body to which the Independent Chair will remain accountable at all times. The Independent Chair will be responsible for the delivery of the terms of reference of the Inquiry and production of a Final Report. The Independent Chair shall ensure that the Inquiry gives the public confidence that the issues relating to child sexual exploitation are being fully investigated and addressed.

In performing his/her function, the Independent Chair must maintain the highest standards of integrity, impartiality and objectivity at all times. Although not a public appointment, the successful applicant would be expected to display at all times the standards of conduct established by the Committee of Standards in Public Life, also known as the Nolan Principles (please see Appendix 1 to the Applicant Pack).

Person Specification

Qualities

Applicants should be able to demonstrate the following attributes:

-) the capacity to examine issues in a thorough, impartial and flexible way, following an inquisitorial approach to engage with those able to give information of value to the Inquiry;
-) an ability to manage sensitive material and a sensitive subject matter with care, compassion and understanding, ensuring that you are approachable to all stakeholders;
-) an ability to think strategically, to offer strategic direction on the analysis of issues, and questioning skills to probe the detail of the matter at hand;

-) an ability to absorb and utilise large quantities of detailed information and to investigate, assess and analyse that information;
-) well-developed team-working and interpersonal skills to work collaboratively with the Commissioning Body and others;
-) effective communication skills and the ability to communicate credibly with the media and external stakeholders to explain and be accountable for the Inquiry's work;
-) an ability to persuade and encourage others to participate and co-operate with the Inquiry's work, given the lack of any statutory powers to compel evidence; and
-) an ability to work to tight timescales in considering evidence, offering consistency and logical analysis to reach fair, evidence-based judgments based on sound reasoning.

Experience

Applicants should be able to demonstrate the following:

-) experience of working in the area of child sexual exploitation, either in representative (legal) or supporting role to those affected by child sexual exploitation or in stopping child sexual exploitation and bringing perpetrators to justice. The applicant will need to provide at least two references in respect of work undertaken of this nature which has been successfully completed;
-) experience in engaging with and securing the confidence of a number of stakeholders, and managing witnesses in a sensitive and supportive manner;
-) experience of chairing or having an involvement in inquiries, investigations or similar review procedures, analysing evidence and questioning witnesses;
-) a working knowledge of the criminal justice system;
-) experience of assessing large volumes of material and writing analytical reports' and
-) knowledge of data protection and issues that can arise when receiving and analysing sensitive material.

Time Commitment

-) The successful applicant would be expected to commit the time necessary to fulfil the role and ensure the Inquiry delivers under its terms of reference within challenging timescales. The successful applicant must be able to demonstrate that they are able to devote such time as may be necessary for the proper performance of the Independent Chair's obligations.
-) Although the role is not anticipated to be full time throughout the lifetime of the Inquiry, the Independent Chair will need be flexible on the time to be devoted, including intense periods of work when required.

Location

-) Although the Independent Chair will be able to conduct some of the work remotely, they must be willing to travel to Telford/Birmingham and the surrounding area regularly and have the ability to attend regular, formal

meetings with the Commissioning Body, witnesses and other stakeholders. Office accommodation and secretarial support can be discussed and provided as needed.

-) IT systems to support the Inquiry's work will be provided by the Commissioning Body, although the Independent Chair would be responsible for providing their own hardware and basic office applications.

Remuneration

-) All applicants are invited to submit hourly/daily fee rate proposals for remuneration for the role, but the Commissioning Body also welcomes any proposals around alternative fee structures. The remuneration proposals will form part of the evaluation criteria during short-listing and interview stage (please see the selection criteria which forms part of this Applicant Pack at Appendix 2) and therefore is a competitive part of the recruitment process. In putting forward proposals, applicants are reminded that it will be the Council, a local authority, who will bear the cost of the Independent Chair's fees to whom they will be invoiced.

Conflict of Interest

-) It is imperative that the Independent Chair must be, and be seen to be, impartial. Consequently, all applicants must complete the conflict of interest declaration form at Appendix 3 of this Applicant Pack. The Commissioning Body will also undertake its own enquiries of potential conflicts prior to short listing and interview. The existence of a conflict, or potential conflict, is not necessarily a barrier to appointment, but it would need to be explored further at any interview stage.

Terms Of Appointment

-) The successful applicant will take up their appointment as soon as possible after completion of the recruitment process.
-) Upon appointment, the Independent Chair will be required to enter into a contract with the Commissioning Body broadly in the terms of the copy contract that will be disclosed with this Applicant Pack.
-) The Independent Chair will be required to work with the Commissioning Body to complete the work of the Inquiry. During the Inquiry, the Independent Chair will need to provide clear and precise progress updates and realistic future work estimates (time, cost and detail) on a regular basis as required by the Commissioning Body.
-) The Independent Chair will be required to enter into a Data Sharing Agreement with the Council, a draft copy of which appears at Appendix 4 of this Applicant Pack, as well as a contract with the Commissioning Body. The data sharing agreement is currently in draft form, as it will need to be considered by the successful applicant.
-) The Independent Chair must have his/her own insurance or be willing to obtain it. This must be held for six years following termination of the contract with the Commissioning Body and evidence provided of the policy and that the premiums have been paid.
-) The Independent Chair will also need to provide a clean and up to date basic DBS Check, which would identify any unspent criminal convictions.
-) The Independent Chair will not be an employee of the Commissioning Body; he/she will be independent of it.

How to Apply

The closing date for applications is 5pm on [Date to be inserted – one month after the role is advertised] 2019.

All applications should include:

-) an up to date CV;
-) completed application form; and
-) completed conflict of interest declaration.

Applications should be submitted by email to mail@IITCSE.com. Please ensure you title your email "Independent Chair for CSE Inquiry Application".

Alternatively, you can send your application in hard copy to: Independent Inquiry – Telford Child Sexual Exploitation, c/o Eversheds Sutherland LLP, 115 Colmore Row, Birmingham, B3 3AL.

Applications are made at the individual applicant's cost.

All requests for clarification or further information must be submitted electronically using the above details. Clarification questions and responses will be shared with other applicants if the Commissioning Body considers appropriate and applicable to the process.

Recruitment Timeline

Set out below is the recruitment process and current estimated timescales. The Commissioning Body however reserves the right to add additional steps to the process and amend the timeframes if this is considered necessary and appropriate.

Recruitment Stage	Approximate Date
Advert published	Late February 2019
Closing date for applications	Late March 2019
Commissioning Body to sift applications and undertake independent conflict enquiries	March/April 2019
Short listed applicants contacted for interview	April 2019
Formal Interviews	April 2019 (Dependent on applicant availability)
The highest scoring applicants from interview will be offered an opportunity to meet representatives of the Survivors Committee	April/May 2019 (Dependent on applicant availability)
Commissioning Body de-briefs	May 2019
Decision and appointment	May 2019

Bearing in mind the above timescales, all applicants should ensure that they are available to begin work, if appointed, from May 2019 onwards.

Evaluation Criteria

Applicants will be evaluated against the criteria set out in the evaluation methodology at Appendix 2.

Application Pro-forma
Independent Chair for CSE Inquiry

Thank you for your interest in the role of the Chair of the Independent Inquiry – Telford Child Sexual Exploitation. Please complete and submit this pro-forma as part of the application process. Please answer the following questions in full as these will be assessed and evaluated as part of the recruitment exercise.

Contact Details

Title:
Surname:
Forename(s):
Address for correspondence:

Daytime telephone number:
Mobile number:
Email address:

Referees

Please give below the name and contact details of two people who may be asked to act as referees for you in respect of work undertaken in the area of child sexual exploitation, which has been successfully completed. The referees will be expected to have authoritative and personal knowledge of your professional achievements/competencies. The referees will be approached only if you are invited for interview.

Referee 1

Name:
In what capacity and over what period of time has the individual known you?

Telephone number:
Email address:

Referee 2

Name:
In what capacity and over what period of time has the individual known you?

Telephone number:
Email address:

Demonstrate Skills and Experience

This section will help us assess whether you have the relevant skills, experience and abilities for the role. It would be helpful for you to review the qualities and experience set out in the criteria for appointment. You should ensure that you provide concise and specific examples to each question.

Question 1: Please describe the extent of your experience of working in the area of child sexual exploitation, either in representative (legal) or supporting role to those affected by child sexual exploitation or in stopping child sexual exploitation and bringing perpetrators to justice.

Question 2: Please explain your understanding of the key issues of child sexual exploitation and the challenges in having to define child sexual exploitation.

Question 3: Please describe the extent of your knowledge and experience in the following areas:

- (i) the criminal justice process, particularly the decision-making process around investigating and prosecuting crimes;
- (ii) data protection and issues that can arise when receiving and analysing sensitive material;
- (iii) chairing, or having an involvement in, inquiries, investigations or similar review procedures, analysing evidence and questioning witnesses; and
- (iv) experience of assessing large volumes of material and writing analytical reports.

A large, empty rectangular box with a thin black border, intended for a written response.

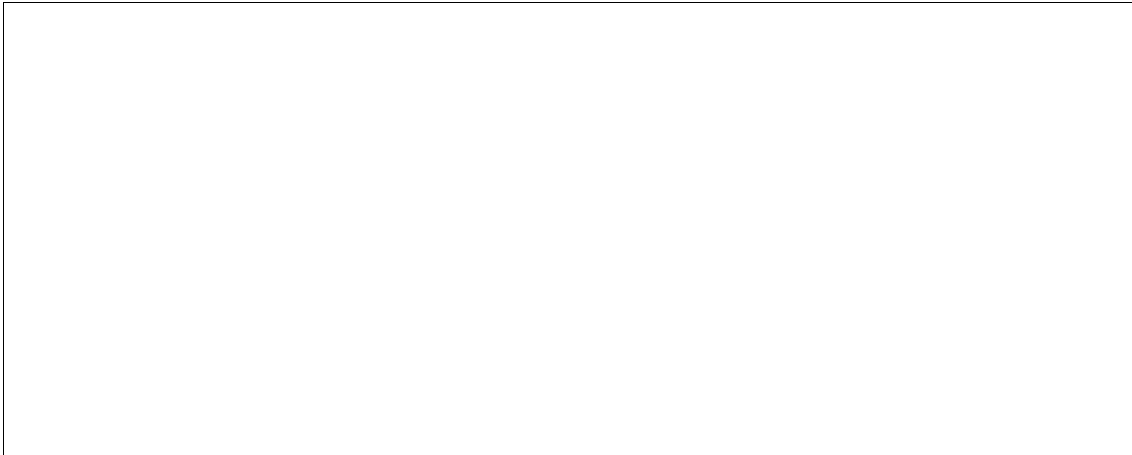
Question 4: Please describe the extent of your experience of engaging/working with vulnerable young people and your mechanisms for securing their confidence and trust.

A large, empty rectangular box with a thin black border, intended for a written response.

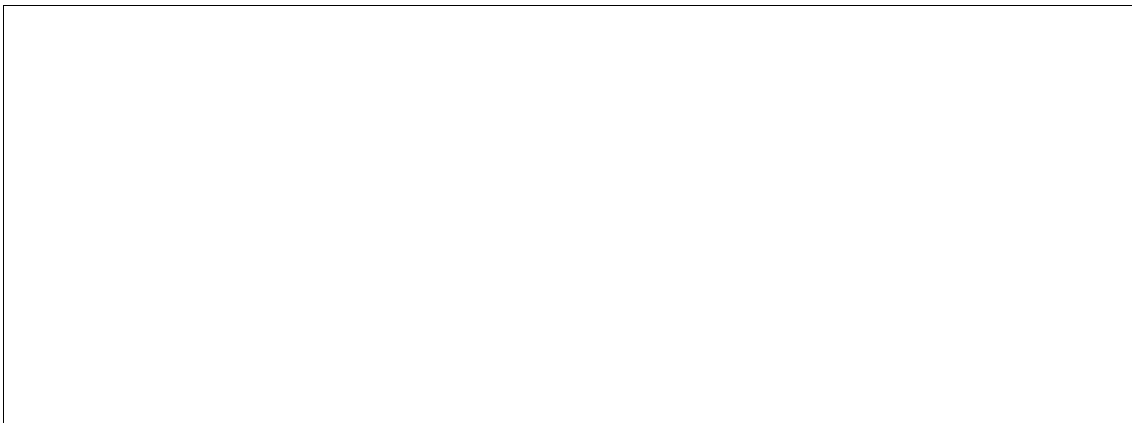
Question 5: Please explain the strategy and approach you would adopt in seeking to obtain material relevant to the Inquiry's terms of reference from those who are resistant to providing it, bearing in mind the Inquiry's lack of powers to compel the disclosure of such material.

A large, empty rectangular box with a thin black border, intended for a written response.

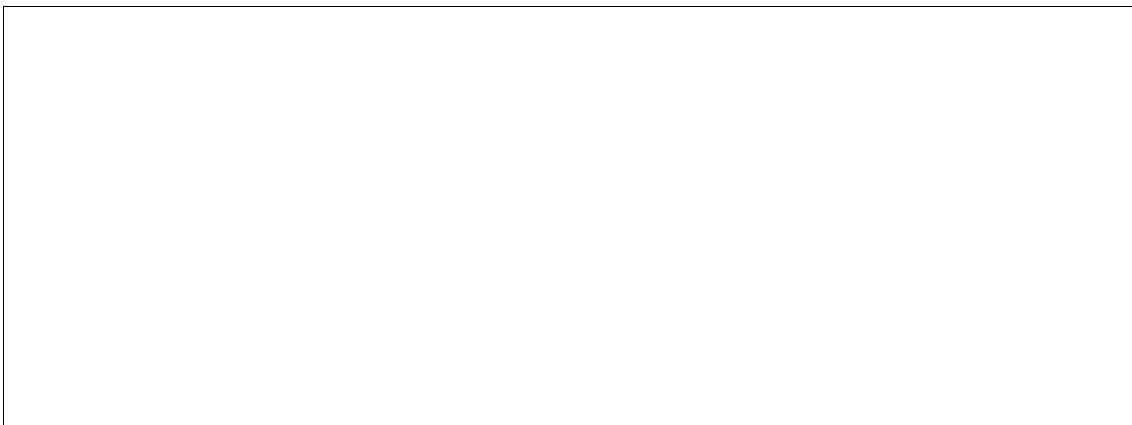
Question 6: Please describe an occasion when you have had to engage with and secure the confidence of a number of stakeholders, managing the individual expectations.



Question 7: Please describe an occasion where you have had to consider a complex matter before coming to an independent and impartial, evidence-based decision.



Question 8: Please provide an example for when you had to lead a team, providing strategic direction, but working in a collaborative way.



Question 9: Please explain how you will assure the Commissioning Body that you can devote the necessary time to the role to ensure the Inquiry is delivered in accordance with its terms of reference.

--

Remuneration
Please detail here your proposal for remuneration.

Appendix 1 of Applicant Pack

The Nolan Principles - Seven Principles of Public Life

In 1995, the Committee on Standards in Public Life defined seven principles which should underpin the actions of all who serve the public in any way.

Selflessness

Holders of Public Office should take decisions solely in terms of the public interest. They should not do so in order to gain financial or other material benefits for themselves, their family, or other friends.

Integrity

Holders of Public Office should not place themselves under any financial or other obligation to outside individuals or organisations that might influence them in the performance of their official duties.

Objectivity

Carrying out Public Office business, including making public appointments, awarding contracts, or recommending individuals for rewards and benefits, holders of public office should make choices on merit.

Accountability

Holders of Public Office are accountable for their decisions and actions to the public and must submit themselves to whatever scrutiny is appropriate to their office.

Openness

Holders of Public Office should be as open as possible about all the decisions and actions that they take. They should give reasons for their decisions and restrict information only when the wider public interest clearly demands.

Honesty

Holders of Public Office have a duty to declare any private interests relating to their public duties and to take steps to resolve any conflicts arising in a way that protects the public interest.

Leadership

Holders of Public Office should promote and support these principles by leadership and example.

Appendix 2 of Applicant Pack

Evaluation Methodology

The below evaluation criteria will be scored using the following scale:

0	Does not meet the criteria
1	Meets the criteria to a limited extent
2	Meets some aspects of the criteria
4	Meets all aspects of the criteria

	Qualities, skills, knowledge and experience	Score (0 – 4)
1.	Experience of working in the area of child sexual exploitation or dealing with vulnerable witnesses, either in representative (legal) or supporting role to those affected. The applicant will need to provide at least two references in respect of work undertaken of this nature which has been successfully completed.	
2.	The capacity to examine issues in a thorough, impartial and flexible way, following an inquisitorial approach to engage with those able to give information of value to the Inquiry.	
3.	An ability to manage sensitive material and a sensitive subject matter with care, compassion and understanding, ensuring that you are approachable to all stakeholders.	
4.	An ability to think strategically and offer strategic direction on the analysis of issues, including having a credible strategy for obtaining relevant material from those resistant to providing it, despite the Inquiry's lack of powers to compel the disclosure of such material.	
5.	An ability to absorb and utilise large quantities of detailed information and to investigate, assess and analyse that information.	

6.	Well-developed team-working and interpersonal skills to work collaboratively with others, particularly working with the Commissioning Body as a team.	
7.	Effective communication skills and the ability to communicate credibly with the media and external stakeholders to explain and be accountable for the Inquiry's work.	
8.	An ability to work to tight timescales in considering evidence, offering consistency and logical analysis to reach fair, evidence-based judgments based on sound reasoning.	
9.	Experience in engaging with and securing the confidence of a number of stakeholders (given the Inquiry's lack of statutory powers), and managing witnesses in a sensitive and supportive manner.	
10.	Experience of chairing, or having an involvement in, inquiries, investigations or similar review procedures, analysing evidence and questioning witnesses.	
11.	A working knowledge of the criminal justice process, particularly the decision-making process around investigating and prosecuting crimes.	
12.	Knowledge of data protection and issues that can arise when receiving and analysing sensitive material.	
13.	Ability and commitment to devote the necessary time to the role to ensure the terms of reference can be delivered, and within challenging timescales.	
	Remuneration	
14.	Applicants' proposals for remuneration will be benchmarked against each other to evaluate value for money and competitiveness. The Commissioning Body will want to see proposals submitted that are proportionate and take account of the fact that fees will be met from the public purse.	
	Conflicts	
15.	There are no conflicts, or any declared conflicts have been explored and are not considered by the Commissioning Body to	

	present a problem. If any conflicts do exist and cannot be resolved, the applicant will automatically not qualify for the role.	
--	---	--

Appendix 3 of Applicant Pack

Conflict of Interest Declaration

Applicants should ensure that this is submitted as a separate form with their application.

A conflict of interest arises where an applicant has a private, professional and/or business interest which might influence, or be perceived to influence, that person's judgment in carrying out the duties of their appointment.

When a reasonable, fair-minded and informed observer would conclude that there is a real possibility that the applicant is or could be biased because of a particular interest then there is a conflict of interest.

Conflict of Interest Declaration

Please identify any potential conflicts of interest that could arise if appointed to the role of Independent Chair.

Examples of circumstances in which potential conflicts could arise include (but are not limited to):

-) you, or anyone related to or otherwise connected with you, is carrying out any work for the Council, West Mercia Police, or local NHS bodies or has carried out work for these organisations in the last ten years;
-) you, or anyone related to or otherwise connected with you, has an association with Telford, or any organisation/person from Telford;
-) you, or anyone related to or otherwise connected with you, is carrying out, or has carried out, work for, or alongside, the Commissioning Body, or is/has been in any way connected to the Commissioning Body; or
-) membership of or any position within a political party, a pressure/interest group, a voluntary organisation or any association connected directly or indirectly with the subject matter of the Inquiry.

Where a potential conflict of interest exists it must be declared and full details provided in the box below, (including your proposed approach to dealing with the conflict of interest). If no potential conflict of interest is identified, please state 'None'.

Name of Signatory

Date

Signed

Appendix 4 of Applicant Pack

Draft² Data sharing agreement between the Council and the
Independent Chair

Dated

Agreement

between

Telford & Wrekin Council

and

[Independent Chair]

Contents

Clause

1.	Interpretation.....	22
2.	Term.....	23
3.	Freedom of information	24
4.	Data processing.....	24
5.	Whistle-blowing.....	26
6.	Confidentiality obligations.....	26
7.	Mandatory disclosure	27
8.	Return or destruction of Confidential Information.....	27
9.	Reservation of rights and acknowledgement.....	28
10.	Inadequacy of damages.....	28
11.	Duration of confidentiality obligations.....	28
12.	Termination	28
13.	Consequences of termination or expiry	29
14.	General	29

² The data sharing agreement is currently in draft form, as it will need to be considered by the successful applicant.

This agreement is dated 2019

Parties

- (1) Borough Council of Telford & Wrekin, Addenbrooke House, Ironmasters Way, Telford, TF3 4NT (Authority); and
- (2) [NAME] of [ADDRESS] (Independent Chair).

Background

- (A) The Commissioning Body has been appointed by the Authority to provide certain services on the terms of the CB Contract.
- (B) The Independent Chair has been appointed by the Commissioning Body to provide the IC Services on the terms of the IC Contract.
- (C) The IC Services will involve the disclosure of Confidential Information by the Authority to the Independent Chair and the sharing of Personal Data between the Authority and the Independent Chair. The Authority is subject to and must comply with EIRS and FOIA. The parties have agreed to enter into this agreement to deal with such disclosure, sharing, compliance, and related matters.

Agreed terms

1. Interpretation

1.1 Definitions:

"CB Contract": the agreement between the Authority and the Commissioning Body entered into [on or about the date of this agreement].

"Commissioning Body": Eversheds Sutherland (International) LLP.

"Confidential Information": means all confidential information (however recorded or preserved) disclosed by the Authority including, without limitation, any information developed by the Independent Chair or the Commissioning Body in the course of the Independent Chair carrying out the IC Services, any information concerning the Inquiry, and Personal Data.

"Data controller/controller, data processor/processor, data subject, personal data, personal data breach" and "processing" shall have the same meanings as in the Data Protection Legislation, and "processed" and "processing" shall be construed in accordance with the definition of processing.

"Data Protection Legislation": all applicable privacy and data protection laws including the General Data Protection Regulation ((EU) 2016/679) ("GDPR") and any applicable national implementing laws, regulations and secondary legislation in England and Wales relating to the processing of Personal Data (or in the event that the UK leaves the European Union, all equivalent legislation enacted in the UK in

respect of the protection of personal data) and the privacy of electronic communications, all as amended, replaced or updated from time to time, including the Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426

"EIRs": the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

"FOIA": the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

"IC Contract": the contract to be entered into between the Commissioning Body and the Independent Chair setting out the IC Services.

"IC Services" the services to be provided by the Independent Chair to the Commissioning Body on the terms of the IC Contract.

"Information": has the meaning given under section 84 of FOIA.

"Mandatory Policies": **NOTE: MANDATORY POLICIES TO BE UPLOADED.**

"Purpose": the Independent Chair providing the IC Services.

"Request for Information": a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIRs.

"Shared Personal Data": means any Personal Data shared by the parties under this agreement.

"Working Day": Monday to Friday, excluding any public holidays in England and Wales.

1.2 Interpretation

- (a) A reference to a statute or statutory provision is a reference to it 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.
- (b) Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (c) A reference to writing or written includes fax and email.
- (d) Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. Term

2.1 This agreement shall continue unless and until the earlier of:

- (a) the IC Contract being terminated (and this agreement shall automatically terminate upon the date of termination of the IC Contract);
- (b) the CB Contract being terminated (and this agreement shall automatically terminate upon the date of termination of the IC Contract); or
- (c) it being terminated in accordance with clause 12.

3. Freedom of information

3.1 The Independent Chair acknowledges that the Authority is subject to the requirements of the FOIA and the EIRs. The Independent Chair shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIRs;
- (b) transfer to the Authority all Requests for Information relating to this agreement that [he/she] receives as soon as practicable and in any event within 2 Working Days of receipt;
- (c) provide the Authority with a copy of all Information belonging to the Authority requested in the Request For Information which is in [his/her] possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and
- (d) not respond directly to a Request For Information unless authorised in writing to do so by the Authority.

3.2 The Independent Chair acknowledges that the Authority may be required under the FOIA and EIRs to disclose Information without consulting or obtaining consent from the Independent Chair. The Authority shall take reasonable steps to notify the Independent Chair of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the Authority shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

3.3 Notwithstanding any other term of this agreement, the Independent Chair consents to the publication of this agreement in its entirety (including variations), subject only to the redaction of information that is exempt from disclosure in accordance with the provisions of the FOIA and EIRs.

3.4 The Authority shall, prior to publication, consult with the Independent Chair on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decisions in its absolute discretion. The Independent Chair shall assist and co-operate with the Authority to enable the Authority to publish this agreement.

4. Data processing

4.1 The parties acknowledge that either party (the "Data Authority") may disclose to the other party (the "Data Independent Chair") Shared Personal Data collected by

the Data Authority for the Agreed Sharing Purposes once the CB Contract has been entered into.

- 4.2 Each party shall comply with all the obligations imposed on a Controller under the Data Protection Legislation in relation to the Shared Personal Data and its disclosure to the Data Independent Chair
- 4.3 Without prejudice to the foregoing, each party shall ensure, in relation to the Shared Personal Data, that:
- (a) it shall only process the Shared Personal Data in accordance with the Data Protection Legislation;
 - (b) it has all necessary notices and consents in place to enable the lawful transfer of the Shared Personal Data to the Data Independent Chair for the Agreed Sharing Purposes;
 - (c) all employees and contractors authorised by that party for the purpose of handling Shared Personal Data have entered into appropriate confidentiality obligations and have received appropriate training on the Data Protection Legislation relating to the Shared Personal Data;
 - (d) it gives full information to any data subject in relation to whom Shared Personal Data may be Processed under this agreement of the nature of such processing, including giving notice that, on the termination of this agreement, the Shared Personal Data relating to that data subject may be retained by or, as the case may be, transferred to one or more of the parties or their successors or assignees;
 - (e) it shall not, without the consent of the other party, disclose or allow access to the Shared Personal Data to any third party;
 - (f) to the extent that any Shared Personal Data originating from the United Kingdom ("UK") or European Economic Area ("EEA") is transferred to a country or territory outside the UK or EEA that has not received a binding adequacy decision by the European Commission or a competent national data protection authority, such transfer will be subject to appropriate safeguards that provide an adequate level of protection in accordance with the GDPR; and
 - (g) it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of the Shared Personal Data and against accidental loss or destruction of, or damage to, the Shared Personal Data (subject to any higher standards set out in the Agreement).
- 4.4 The parties agree, in relation to any requests or correspondence which relate to, or impact upon the Shared Personal Data, to co-operate with one another in responding to:
- (a) any requests made by data subjects exercising their rights under the Data Protection Legislation; and
 - (b) any correspondence from a relevant regulatory body.
- 4.5 Each party shall notify the other promptly upon becoming aware of any actual or suspected personal data breach in relation to Shared Personal Data and together with such notice shall provide a written description of the personal data breach particulars.

- 4.6 Each party ("Party 1") shall indemnify the other party ("Party 2") against any losses, damages, cost or expenses incurred by Party 2 arising from, or in connection with, any breach of Party 1's obligations under this clause 4.
- 4.7 The Authority gives consent to the sharing of Personal Data by the Independent Chair with the Commissioning Body, subject to the IC Contract imposing obligations on the Commissioning Body to give effect to the terms set out in this clause 4.
- 4.8 Where the Independent Chair engages any sub-contractor and intends to share Personal Data with such sub-contractor, it shall:
- (a) notify the Authority in writing of the intended processing by the sub-contractor;
 - (b) obtain the prior written consent of the Authority to the processing; and
 - (c) ensure that any sub-contract imposes obligations on the sub-contractor to give effect to the terms set out in this clause 4.
- 4.9 The provisions of this clause 4 shall apply during the continuance of the agreement and indefinitely after its expiry or termination.
5. Whistle-blowing
- 5.1 The Authority is committed to the Inquiry being undertaken to a high standard and with the utmost competence, integrity and independence by the Independent Chair and the Commissioning Body.
- 5.2 If the Commissioning Body or any third party attempts to influence the Independent Chair in such a way that [he/she] reasonably has a concern that the Inquiry's competence, integrity or independence may be threatened, [he/she] is strongly encouraged to raise any such concerns with the Authority's whistleblowing officer by emailing [email address] or calling [number]. All such concerns will be dealt with in accordance with the Authority's whistleblowing policy.
6. Confidentiality obligations
- 6.1 In return for the Authority making Confidential Information available to the Independent Chair, the Independent Chair undertakes to the Authority that [he/she] shall:
- (a) keep the Confidential Information secret and confidential;
 - (b) not use or exploit the Confidential Information in any way except for the Purpose;
 - (c) not directly or indirectly disclose or make available any Confidential Information in whole or in part to any person, except as expressly permitted by, and in accordance with this agreement;
 - (d) not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the Purpose. Any such copies, reductions to writing and records shall be the property of the Authority;
 - (e) not use, reproduce, transform or store the Confidential Information in an externally accessible computer or electronic information retrieval system;

- (f) apply the same security measures and degree of care to the Confidential Information as the Independent Chair applies to [his/her] own confidential information, which the Independent Chair warrants as providing adequate protection from unauthorised disclosure, copying or use; and
 - (g) ensure that any document or other records containing Confidential Information shall be kept at [PREMISES] and shall not remove or allow those documents and records to be moved from those premises without the prior written consent of the Authority.
- 6.2 The Independent Chair shall establish and maintain adequate security measures (including any reasonable security measures proposed by the Authority from time to time) to safeguard the Confidential Information from unauthorised access or use.
7. Mandatory disclosure
- 7.1 Subject to the provisions of this clause 7, the Independent Chair may disclose Confidential Information to the minimum extent required by:
- (a) an order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or any taxation authority of competent jurisdiction;
 - (b) the laws or regulations of any country to which [his/her] affairs are subject.
- 7.2 Before the Independent Chair discloses any Confidential Information pursuant to clause 7.1 [he/she] shall, to the extent permitted by law, give the Authority as much notice of this disclosure as possible. Where notice of such disclosure is not prohibited and is given in accordance with this clause 7.2, the Independent Chair shall take into account the Authority's requests in relation to the content of this disclosure.
- 7.3 If the Independent Chair is unable to inform the Authority before Confidential Information is disclosed pursuant to clause 7.1 it shall, to the extent permitted by law, inform the Authority of the full circumstances of the disclosure and the information that has been disclosed as soon as reasonably practicable after such disclosure has been made.
8. Return or destruction of Confidential Information
- 8.1 Upon the termination of this Contract the Independent Chair shall promptly:
- (a) destroy or return to the Authority all documents and materials (and any copies) containing, reflecting, incorporating or based on the Authority's Confidential Information;
 - (b) erase all the Confidential Information from any computer and communications systems and devices where is stored in electronic form; and
 - (c) to the extent technically and legally practicable, erase all the Confidential Information which is stored in electronic form on systems and data storage services provided by third parties; and
 - (d) certify in writing to the Authority that [he/she] has complied with the requirements of this clause 8.1.

8.2 Nothing in clause 8.1 shall require the Independent Chair to return or destroy any documents and materials containing or based on the Confidential Information that the Independent Chair is required to retain by applicable law, or to satisfy the requirements of a regulatory authority or body of competent jurisdiction. The provisions of this agreement shall continue to apply to any documents and materials retained by the Independent Chair pursuant to this clause 8.2.

9. Reservation of rights and acknowledgement

9.1 The Authority reserves all rights in its Confidential Information. The disclosure of Confidential Information by the Authority to the Independent Chair does not give the Independent Chair or any other person any licence or other right in respect of any Confidential Information beyond the rights expressly set out in this agreement.

9.2 Except as expressly stated in this agreement, the Authority makes no express or implied warranty or representation concerning its Confidential Information, including but not limited to the accuracy or completeness of the Confidential Information.

9.3 The disclosure of Confidential Information by the Authority shall not form any offer by, or representation or warranty on the part of, the Authority to enter into any further agreement with the Independent Chair.

10. Inadequacy of damages

Without prejudice to any other rights or remedies that the Authority may have, the Independent Chair acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this agreement. Accordingly, the Authority shall be entitled to the remedies of injunctions, specific performance or other equitable relief for any threatened or actual breach of this agreement by the Independent Chair.

11. Duration of confidentiality obligations

11.1 Notwithstanding the termination of this Contract, each party's obligations under this agreement shall continue in full force and effect indefinitely.

11.2 The termination of the IC Contract shall not affect any accrued rights or remedies to which either party is entitled.

12. Termination

12.1 The Authority may terminate this agreement with immediate effect without notice and without any liability to make any payment to the Independent Chair (other than in respect of amounts accrued before the termination or expiry of this agreement) if at any time:

- (a) the Independent Chair commits any gross misconduct affecting the Authority;
- (b) the Independent Chair wilfully damage the Authority's reputation or breaches any confidentiality obligations to the Authority;
- (c) the Independent Chair commits any material or repeated breach or non-observance of any of the provisions of this agreement or refuses or neglects to

comply with any reasonable and lawful directions of the Authority in relation to the subject matter of this agreement;

- (d) the Independent Chair is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed); or
- (e) the Authority reasonably believes that the circumstances set out in regulation 73(1) of the Public Contracts Regulations 2015 apply.

12.2 If this agreement is terminated by the Authority pursuant to this clause 12, such termination shall be at no loss or cost to the Authority.

13. Consequences of termination or expiry

13.1 Any provision of this agreement that expressly or by implication is intended to come into or continue force on or after termination or expiry, including clause 1 (Interpretation), clause 3 (Freedom of Information), clause 5 (Whistle-blowing), clause 6 (Confidentiality obligations), clause 7 (Mandatory disclosure), clause 8 (Return or destruction of Confidential Information), clause 9 (Reservation of rights and acknowledgement), clause 10 (Inadequacy of damages) clause 11 (Duration of confidentiality obligations), clause 12 (Termination), this clause 13 (Consequences of termination) and clause 14 (General Provisions), shall remain in full force and effect.

13.2 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

14. General

14.1 No partnership or agency.

- (a) Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- (b) Each party confirms it is acting on its own behalf and not for the benefit of any other person

14.2 Assignment and other dealings. Neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

14.3 Entire agreement.

- (a) This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall

have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

14.4 Variation. No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

14.5 Waiver. No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

14.6 Severance. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

14.7 Notices.

- (a) Any notice or other communication given to a party under or in connection with this agreement shall be in writing, addressed to that party at such address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail.
- (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 14.7(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.
- (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

14.8 Third party rights. This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement

14.9 Governing law. This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

14.10 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

THIS AGREEMENT is executed as a deed and delivered on the date stated at the beginning of this Agreement.

THE COMMON SEAL)
Of BOROUGH OF TELFORD)

AND WREKIN COUNCIL)
was affixed to this DEED)

By Order:

Director of Administration:

Seal Register No:

SIGNED as a deed by)

[INDEPENDENT CHAIR])

Witnessed by:

Name:

Address:

Occupation:

DRAFT

Appendix 5 of Applicant Pack

Fair Processing Notice

This notice explains how and why your personal data is processed by the Commissioning Body when you apply for the role of the Independent Chair to the CSE Inquiry.

In this notice, when we talk about personal data we mean any information that relates to an identifiable natural person – in this case, you as an applicant. You should read this notice, so you know what information we collect about you, what we do with it and how you can exercise your rights in connection with it.

Data Controller

Eversheds Sutherland (International) LLP, as Commissioning Body, is a " data controller" in relation to its use of your personal data (and potentially Special Category Personal Data). This is a legal term – it means that we make decisions about how and why we use your information and, because of this, we are responsible for making sure it is used in accordance with applicable data protection laws.

Should you have any questions in relation to the processing of your information in connection with your application, please contact us at mail@IITCSE.com.

Types of information we collect

The personal data we process about you will be that contained in your application form and conflict of interest declaration form, including:

-) Name
-) Address
-) Daytime telephone number
-) Mobile number
-) Email address
-) Organisation details (eg your place of work, job title and organisation contact information)
-) Your skills, experience and opinions
-) Your remuneration offer

As part of the forms, we do not specifically request any information about your race, ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, health/genetic data, sexual origination or sex life. This kind of information is called Special Category Personal Data ("SCPD") and there are additional safeguards in place for processing SCPD.

Should you voluntarily include information such as this, for example to illustrate a point in your response to questions, or if you need to include such information in order to declare a potential conflict, then we may also need to process this information.

Throughout this notice, when we refer to "information" we mean both your personal data and SCPD (in the event you include this type of information within the forms).

Purpose of the processing and the legal basis for the processing

The Commissioning Body will be processing your information for the purpose of making the appointment of Independent Chair to the CSE Inquiry and monitoring the effectiveness of the recruitment process. We must always have a "lawful basis" (ie a reason, prescribed by law) for processing your information.

We will be processing your personal data because:

-) processing is necessary in order to take steps to assess your suitability for recruitment as the Independent Chair, at your request, prior to entering into any contract; or,
-) processing is necessary for our legitimate interest to recruit an Independent Chair for the Inquiry. For the Inquiry to have an Independent Chair recruited promptly is in the public interest, and you will benefit from our processing of your data to assess your suitability for recruitment to the position of Independent Chair.

We will be processing your SCPD because:

-) processing is necessary for the purposes of carrying out the obligations and exercising our specific rights, or your specific rights, in the field of employment (the Independent Chair will be a contractor); or,
-) processing is necessary for reasons of substantial public interest, on the basis of the law, which is proportionate to the aim pursued (for the Inquiry to recruit an Independent Chair to investigate Child Sexual Exploitation in Telford, which is in the public interest).

We have considered the essence of the right to data protection and we have put in place suitable measures to safeguard your rights and interests.

How do we keep your information secure?

We will put in place appropriate security measures to protect your information from unlawful or unauthorised processing and accidental loss, destruction or damage.

Any recipient or categories of recipients of the information

We will only share your details with those who are involved in the recruitment process. The information you provide will be processed internally within the Commissioning Body. If your application is short-listed, your information may also be shared with members of the Survivors Committee as part of the recruitment process.

Details of transfers to third country and safeguards

The information you provide will not be transferred outside the European Community.

Retention period or criteria used to determine the retention period

We will only retain your information for a limited period of time, and for no longer than is necessary for the purposes for which we are processing it for. The information you provide in the recruitment process will be retained for six years from the appointment of the successful applicant. At this point, we will securely erase your information.

The rights available to individuals in respect of the processing

Depending on the circumstances, you may have the right to:

-) access your information and to be provided with certain information in relation to it, such as the purpose for which it is processed, the recipients or categories of recipient to whom it is disclosed and the period for which it will be stored;
-) require us to correct any inaccuracies in your information without undue delay;
-) require us to erase your information; or
-) require us to restrict processing of your information.

Please contact us at mail@IITCSE.com if you would like to exercise any of your rights.

A full list of your rights under the GDPR is accessible at:

<https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/>

The right to lodge a complaint with the supervisory authority

We encourage you to let us know if you have any concerns about how we are processing your information so we can try to resolve your concerns. However, you do have the right to lodge a complaint with the ICO (the supervisory authority in the UK) at any time. Should you wish to exercise that right full details are available at: <https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/>.

Whether the provision of information is part of a statutory or contractual requirement or obligation and possible consequences of failing to provide the information

To the extent that you are providing your information in relation to the role of Independent Chair as advertised by the Commissioning Body, the failure to provide this information will mean that we are unable to progress your application for the position advertised.

The existence of automated decision making, including profiling and information about how decisions are made, the significance and the consequences

The provision of the information you provide is not connected with individual decision making (making a decision solely by automated means without any human involvement) or profiling (automated processing of personal data to evaluate certain things about an individual).