

Memorandum of Understanding between: Blaenau Gwent, Caerphilly, Monmouthshire, Newport, Torfaen (“the Councils”) for the provision of statutory registration duties

1.	Background	<p>The Councils are all registration authorities for the purposes of the Births and Deaths Registration Act 1953 (as amended) (“the 1953 Act”) and have appointed registrars and deputy registrars for the purpose of discharging their functions in relation to the registration of births and deaths under the 1953 Act.</p> <p>In accordance with the 1953 Act, births and deaths have to be registered in the district in which they occur (“the Event District”). However, a declaration can also be made at any other register office and that District then sends the declarations to the Event District to enable them to complete the registration.</p> <p>The Councils have each agreed to work collaboratively to enable births and deaths to be registered at any register office within their areas. To this end, they have agreed to their registration officers providing reciprocal services for each other in connection with the discharge of their functions under the 1953 Act, upon the terms and conditions contained in this Memorandum of Understanding (“MOU”).</p> <p>This MOU is entered into in pursuance of the Councils statutory powers under the Local Authorities (Goods and Services) Act 1970, section 101, section 112 and section 113 of the Local Government Act 1972 and all other powers thereby enabling</p> <p>The operational arrangements for the implementation of this MOU are set out in the Working Protocol attached at Appendix A. This Working Protocol can be amended at any time by agreement between the Councils, provided that it complies at all times with the terms and conditions of this MOU.</p>
2.	Purpose of the MOU	<p>This MOU only relates to registration events that occur within the councils’ areas, comprising the registration districts of each of the Councils.</p> <p>The MOU enables registrations to take place in any of the five registration districts, without using the declaration process, for the convenience of the customer.</p> <p>The Councils agree that the registrars and deputy registrars employed and appointed by them to discharge registration functions under the 1953 Act shall be authorised to act as Deputy Registrars in any of the other Council districts.</p> <p>For the purposes of partnership working, the district in which the birth took place is referred to as the “Event” district. The other districts within the partnership will then be the “Registering” districts.</p>

3.	Payment arrangements	<p>No fees, payments or charges shall be due from any Council to another in relation to the provision of the registration services under this MOU.</p> <p>In addition to registering the event, the registering District will issue any certificates requested at the time of registration. Payment for these certificates will be paid to and retained by the issuing Council.</p> <p>Further certificates required after registration will be issued by the Event District and payment will be made to that Council.</p> <p>Payments for any updates to the record will be made to the Event Council.</p>
4.	Appointment of Deputy Registration Officers	<p>Each Council hereby agrees that the registration officers employed and appointed by them to discharge registration functions under the 1953 Act are authorised to act as deputy registration officers in any of the other Council districts in accordance with section 113 (1) of the Local Government act 1972.</p> <p>Each Council hereby agrees that the registration officers employed by the other Councils are appointed as deputy registration officers for their respective districts at all times when they are carrying out registration services on their behalf under this MOU.</p> <p>Deputy Registrars and Deputy Superintendent Registrars in Registering Districts, when they are carrying our registrations functions on behalf of Event Districts under this MOU, shall be treated as officers of the Event District for the purposes of discharging their functions under the 1953 Act, in accordance with Section 113(2) of the Local Government Act 1972.</p> <p>The Councils confirm that they have consulted with their staff about the arrangements under this MOU for them to undertake registration services on behalf of the other Councils, in accordance with the requirements of section 113 of the local government Act 1972.</p> <p>The Councils shall give notice to the General Register Office (“GRO”) about the appointment of their staff as Deputy Registrars and Deputy Superintendent Registrars for the other registration districts in accordance with this MOU.</p> <p>Names of staff employed as Registration Officers by the councils will be shared and all registration districts will liaise and agree on training and competence matters in accordance with the Working Protocol.</p>
5.	Post Registration Duties	<p>Registration districts agree to manage any post registration duties in accordance with the attached working protocol.</p>

6.	Secure Stock and Register Pages	<p>Registering District registration officers will utilise their own security stock. They will receipt the associated fee income from sale of certificates in their cashbook.</p> <p>Register pages and associated documents will be held securely and in a way to ensure data protection requirements are met.</p> <p>Transfer and custodial arrangements of register pages are detailed in the working protocol.</p>
7.	Access to RON	<p>All five districts, through GRO, will provide password protected access to Registration Online (“RON”) for all designated staff working within the scope of this MOU. Such staff will adhere to the RON access and security protocols. Districts will notify each other of all starters, leavers and staff on long term absence for any reason operating within the scope of this MOU.</p> <p>If RON is off-line nationally or locally Registration Officers will revert to manual registration processes (as per the working protocol) for the duration of the outage.</p>
8.	Customer Appointments	<p>Appointments to register within the scope of this arrangement must be booked through the usual booking arrangements of each District in accordance with GRO statutory and recommended guidelines.</p>
9.	Review	<p>The scope of this Agreement will be reviewed annually by the registration service Proper Officers for the Councils on the anniversary of its commencement.</p> <p>For ad hoc and other operational and/or business continuity and/or pandemic reasons all parties can use this Agreement to review and maintain service delivery.</p> <p>Quarterly operational reviews will take place and the Working Protocol will be reviewed quarterly by the Registration Service Managers for the Councils.</p>
10.	Interpretation of Circulars and Instructions	<p>Interpretation of GRO Circulars and Instructions affecting the scope of this Agreement will be jointly agreed between the Superintendent Registrars for the Councils. Any disagreement regarding interpretation will be dealt with under the dispute resolution procedures in paragraph 14 but, in the event that the matter is not resolved, may be referred to the GRO for further advice.</p>
11.	Complaints & Feedback	<p>All complaints concerning registrations carried out by the Registering District within the scope of this MOU will be dealt with by the Council for the Registering District. This will be in accordance with its complaints procedure and in consultation as appropriate with the Registration Service Manager for the Event District. All customer comments/feedback received about registrations carried out within the scope of this MOU will be exchanged between the event and registering Councils.</p>

12.	Standards of Service Delivery & Monitoring	<p>All registrations carried out by the Registering Districts within the scope of this MOU will be conducted in accordance with agreed policies, procedures and customer service standards.</p> <p>If issues arise, the Event District has the right at any time to monitor the conduct and performance of any Registration Officer carrying out registrations within the scope of this MOU. The scope of the monitoring shall be agreed between the relevant service managers and set out in the Working Protocol PROVIDED THAT the monitoring arrangements are in accordance with, and do not prejudice, any of the rights and obligations of the Registering District or their officers under their respective contracts of employment.</p>
13.	Disciplinary Matters	<p>Any disciplinary matters relating to Registering District staff as a result of their work carried out on behalf of the Event District will be covered by their contracts of employment and will be dealt with by the Registering District as the employing council under their existing procedures. In the event of alleged misconduct, managers from the relevant districts will co-operate fully in connection with any related disciplinary or capability proceedings.</p> <p>Nothing in this Agreement shall prejudice the rights or ability of the employing Council to terminate the employment of any member of staff in accordance with the terms of their contracts of employment.</p>
14.	Disputes	<p>The Councils shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the MOU within 14 working days of any Council notifying the others of the dispute. If the dispute or difference is not resolved by negotiation, then any Council may escalate the dispute to the Proper Officer of each Council, who shall meet to try to resolve the matter.</p> <p>If the dispute or difference is not resolved as a result of such meeting, this failure shall be without prejudice to the right of any Council subsequently to refer any dispute or difference to litigation, but the Councils agree that before resorting to litigation alternative dispute resolution in accordance with this MOU shall have first taken place</p>
15.	Liability and Indemnity	<p>All Councils shall indemnify and keep indemnified the others against all actions, proceedings and costs, claims, demands, liabilities, losses and expenses whatsoever arising in tort (including negligence), default or breach of this MOU to the extent that any such loss or claim is due to the breach of this agreement, negligence, wilful default, fraud of itself or its employees or any of its representatives save to the extent that the same is directly caused by or directly arises from the negligence, breach of this agreement or applicable by law by the other party.</p> <p>None of the Councils shall be liable to the others (as far as permitted by law) for indirect or consequential loss or damage</p>

		<p>in connection with the agreement which shall include, without limitation, any loss of or damage to profit, revenue, contracts, anticipated savings, goodwill or business opportunities whether direct or indirect.</p> <p>Each Council shall at all times take all reasonable steps to minimise and mitigate any loss or damage for which it is entitled to bring a claim against any of the other Councils pursuant to this MOU.</p> <p>For the avoidance of doubt, the Registering District (as the employing Council) shall fully and properly indemnify the Event District for any losses, cost or expenses which may be incurred as a consequence of any act or omission on the part of their registration staff when discharging functions and carrying out registration services on behalf of the Event District under this MOU. This paragraph does not apply to statutory corrections procedures.</p> <p>Without prejudice to the indemnities set out above, the Registering District shall take out and maintain proper indemnity insurance in respect of all claims of whatever nature arising out of the performance of the services under this MOU by their registration staff.</p>
16.	Duration of Agreement and Termination	This MOU will commence on (DATE). Any of the Councils may withdraw from this MOU at any time by giving not less than 6 months written notice to the others. The remaining Councils may elect to continue with this MOU as between themselves or the MOU may be terminated by mutual consent.
17.	No Partnership or Agency	Nothing in this MOU is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Councils, constitute any agency, nor authorise any Council to make or enter into any commitments for or on behalf of any other Council.
18.	Freedom of Information	All Councils acknowledge that each is subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004. All Councils agree to assist and co-operate with each other to comply with these information disclosure requirements.
19.	Data Protection	All Councils shall comply with any notification requirements and will duly observe all their obligations under the Data Protection Act 2018 and General Data Protection Regulations, which arise in connection with the MOU. Registering Districts shall ensure that all officers undertaking work on behalf of the Event District are fully aware of their legal and contractual obligations for managing information responsibly and the contractual and criminal penalties which may arise as a result of the negligent handling or deliberate misuse of such data.
20.	Data Sharing	As per the working protocol.
21.	Variation	No variation of this MOU shall be effective unless it is in writing and signed by the Councils.
22.	Entire Agreement	The Councils intend that this MOU is legally binding and agree that it constitutes the entire agreement between the Councils

		and supersedes and terminates all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.
23.	Third party rights	The Councils do not intend that the provisions of this MOU shall be enforced by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999
24.	Governing law	This MOU shall be governed and construed in accordance with the laws of England and Wales and the Councils irrevocably consent to the exclusive jurisdiction of the English and Welsh Courts in all matters regarding this MOU.

Memorandum of Understanding Authorisation

It is hereby agreed that the above arrangements are acceptable

1. Signed:		2. Signed:	
Date:		Date:	
Name:		Name:	
Position:		Position:	
On behalf of: Council Registration Service		On behalf of: Council Registration Service	
3. Signed:		4. Signed:	
Date:		Date:	
Name:		Name:	
Position:		Position:	
On behalf of: Council Registration Service		On behalf of: Council Registration Service	
5. Signed:			
Date:			
Name:			
Position:			
On behalf of: Council Registration Service			