

# **Data Co-operation Agreement**

## **Regional Chairs' Groups**

**and**

## **Regional Authority Contacts Meetings**

# **Terms of Reference and Governance Guidelines**

**Version 3**

**December 2020**

Official - Sensitive

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## 1. Role of Regional Chairs' Groups

1.1 Within the Data Co-operation Agreement<sup>1</sup> (DCA) the Contract Management responsibilities (Schedule 5) are for the Authority Contacts Executive (ACE) and Regional Chairs' Groups to be established. Regional Chairs and their Deputies are elected on the basis their views are representative of the Authority Contacts who elected them and are therefore capable and have the remit to make recommendations on the future delivery of Authority Updates, Authority Services and the direction of GeoPlace™ LLP Services.

As Regional Chairs and their Deputies are employees of Participating Authorities, the business requirements of the Participating Authority community they represent are paramount.

Each Regional Chair and Deputy's primary objectives are therefore to represent and be responsible to the Authority Contacts for all issues concerning the delivery of Authority Updates, Authority Services and GeoPlace Services.

Each Regional Chair or the Regional Deputy will be responsible for chairing the appropriate Regional Address Authority Contacts' Meeting or Regional Street Authority Contacts' Meeting, as defined in para 2.5 below, whether that is a virtual or physical meeting.

The Regional Chair and Deputy of each region reports to either:

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

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

1.2 Each RCG is responsible for:

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

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

1.2.3 The processes and business practices as defined in the current and future versions of the Data Entry Conventions (DEC) and Data Transfer Format (DTF).

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<sup>1</sup> Terms which appear in the DCA as defined terms are identified within this document by a capital first letter.

- 1.2.4 The quality and content of Authority Updates and to lobby and promote the PSGA AddressBase Datasets, OS MasterMap® Highways Network Layer and the NSG as definitive information within private and public sector organisations.
- 1.2.5 The Authority Updates being kept up to date, regularly maintained and delivered in accordance with the business needs of the Participating Authority, the DCA and the annual Authority Address Updates Improvement Schedule and Authority Street Updates Improvement Schedule.
- 1.2.6 Being the appropriate policy and decision advisory body for the ACE.
- 1.2.7 Representing the views of the appropriate Authority Contacts community in their respective regions.
- 1.2.8 Consulting with the appropriate Authority Contacts community within their respective regions on policy and practice issues.

## **2. Election and the role of an address and street Regional Chairs and Deputies**

- 2.1 Ten regions (formerly GORs) are defined by ONS, [here](#) (April 2020).
- 2.2 The election of an address and street Regional Chair and Deputy in each region is facilitated by GeoPlace via email. GeoPlace seeks nominations from either an Authority Address Custodian or an Authority Street Custodian. If there are no nominations from an Authority Address Custodian or an Authority Street Custodian, then opportunities for representation will be extended to nominations from another appropriate Authority Contact in that region.
- 2.3 Each region must elect a Regional Chair, using a simple majority vote. The Regional Chair must either be an Authority Address Custodian or an Authority Street Custodian and shall be elected from the appropriate Authority Contacts on the basis of one vote per Participating Authority in each region. In the event of a tie, the Principal Chair or Deputy of the RCG will have the casting vote.
- 2.4 Each region must also elect a Regional Deputy, using a simple majority vote. The Regional Deputy, as appropriate, must either be an Authority Address Custodian or an Authority Street Custodian who will represent their region in the absence of the Regional Chair, and shall be elected from the appropriate Authority Contacts on the basis of one vote per Participating Authority in each region. In the event of a tie the Principal Chair or Deputy of the RCG will have the casting vote.
- 2.5 The address and street Regional Chair or Deputy of each region must hold at least two address and street Regional Authority Contacts Meetings for their associated Authority Contacts each year. These meetings will be facilitated, funded and attended by GeoPlace, and may be virtual or physical. One of the meetings should, if appropriate,

be a joint address and street Regional Authority Contacts Meeting of Authority Address Custodians and Authority Street Custodians and, where appropriate, their associated Authority Contacts. This meeting should be held after the second RCG meeting in the financial year.

Area meetings for address or street Authority Contacts can also be facilitated and funded by GeoPlace, virtually or physically. See **Annex C**, for a list of regions and areas. It is the responsibility of each Regional Chair to ensure each Regional Authority Contacts' Meeting or Area meeting is logged with GeoPlace and that all invoices associated with those meetings are sent to GeoPlace ([support@geoplace.co.uk](mailto:support@geoplace.co.uk)) for settlement. GeoPlace will refuse to pay an invoice if no prior notice of a Regional Authority Contacts' Meeting or Area meeting is given to GeoPlace before the meeting took place.

The date of each of the last address and street Regional Authority Contacts' Meeting will be published in the address and street RCG's minutes. If no address or street Regional Authority Contacts' Meetings take place by the third meeting of the appropriate RCG in that financial year, then GeoPlace reserves the right to organise an address or a street Regional Authority Contacts' Meeting and ballot the appropriate address or street regional Authority Contacts community for a new Regional Chair and Deputy.

2.6 All address and street Regional Chairs and Deputies shall be appointed to serve for a three-year term from the Effective Date of the DCA. This may work on a roll-over arrangement, if an individual is re-appointed.

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

- a. Be a point of contact for their address or street Authority Contacts' community. If a query cannot be resolved, this can be escalated through the appropriate RCG meeting.
- b. Be motivating and proactive within the region, for example email and/ or contact the appropriate address or street Authority Contacts community to nurture their commitment to the process by submitting their annual Authority Update Improvement Schedule commitments on time and maintaining their data at or above the Achieved National Standard.
- c. Help maintain the flow of information to and from GeoPlace and the address and street RCGs.
- d. Be responsible for chairing the appropriate Regional Address Authority Contacts' Meeting or Regional Street Authority Contacts' Meeting or joint address and street Regional Authority Contacts' Meetings.

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

- a. Support the appropriate address or street Regional Chair in his or her role within the region.

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- b. Attend the appropriate address or street RCG meetings when the Regional Chair is unable to attend or attend the meeting with their Regional Chair, having had an agreement to do so from the appropriate Principal Chair.
  - c. Be responsible for chairing the appropriate Regional Address Authority Contacts Meeting or Regional Street Authority Contacts Meeting or joint address and street Regional Authority Contacts' Meetings when the Regional Chair cannot attend.
- 2.7 Any Authority Address Custodian or Authority Street Custodian can notify GeoPlace of a vote of no confidence by recording it as an agenda item at any Regional Authority Contacts' Meeting. If the vote is carried by a simple majority of the appropriate Authority Contacts at the meeting, or notified to the meeting, then all appropriate Authority Contacts in the community shall be balloted immediately by GeoPlace and a new Regional Chair or Deputy appointed. Where the vote is split the remaining address or street Regional Chair or Deputy shall have the casting vote.
- 3. Regional Chairs Group(s) membership**
- 3.1 Each RCG, either the:
- a. Regional Chairs' Address Group; or the
  - b. Regional Chairs' Street Group,
- shall consist of ten Regional Chairs and Deputies of the region, where the Regional Chair is unable to attend, and GeoPlace authorised representatives and a facilitator from GeoPlace.
- 3.2 Each RCG shall elect a Principal Chair and a Principal Deputy and shall be appointed to serve for a three-year term from the date of the first meeting of each RCG after election by each RCG. This may work on a roll-over arrangement, if an individual is re-appointed.
- 3.3 The Principal Chair and Deputy of each RCG shall attend all meetings of the ACE.
- 3.4 A vote of no confidence in the Principal Chair or Deputy of either the:
- a. Regional Chairs Address' Group; or the
  - b. Regional Chairs' Street Group,
- can be notified to GeoPlace as an agenda item at any meeting by at least a majority of each RCG. The vote of no confidence shall be voted upon by the Regional Chairs. If the vote is carried by a simple majority, then all Regional Chairs shall be balloted immediately and a new Principal Chair or Deputy of the RCG appointed. Where the vote is split the remaining Principal Chair or Deputy of the RCG shall have the casting vote.



#### 4. Regional Chairs' Groups meetings

- 4.1 Each RCG will meet, either virtual or physical, when required but at least **four times** a year.
- 4.2 Attendees of meetings shall be the ten Regional Chairs and, if appropriate, the Principal Chair (who has no voting rights) from the other RCG, or in their absence their nominated Principal Chair Deputy (who has no voting rights), and an authorised representative from GeoPlace and a facilitator from GeoPlace. The facilitator from GeoPlace will be responsible for the minutes and arranging all meetings.
- 4.3 At least four weeks' notice shall be given of the date of each meeting so that agenda items may be submitted. All Regional Chairs and GeoPlace authorised representatives will be expected to be in attendance for the full period of each meeting.
- 4.4 Any other persons or Authority Contact may, with the prior approval of each RCG, be invited to attend a meeting, or part of a meeting. These attendees may contribute but have no voting rights at the meetings.
- 4.5 The meetings shall be serviced and facilitated by GeoPlace.
- 4.6 If a Regional Chair cannot attend a meeting then the nominated Regional Deputy of that region will be expected to attend instead.
- 4.7 A Regional Chair or their Deputy may join the meeting by conference call or other suitable alternative facilities.
- 4.8 If a Regional Chair or their Deputy cannot attend a meeting for any reason on three consecutive occasions then GeoPlace will organise the election of a new Regional Chair or Deputy.
- 4.9 If ratified by the RCG, then any attendees other than the members of each RCG may be requested to leave the meeting at any time by the Principal Chair of the RCG, in the interests of confidentiality.
- 4.10 All discussions and decisions made by each RCG will be minuted.
- 4.11 The Principal Chair of each RCG or nominated Principal Deputy shall present the decisions of each RCG to the ACE and receive direction from the ACE, where appropriate.
- 4.12 In line with the Freedom of Information Act and other principals of openness, one Authority Contact may attend as an observer with prior agreement from the Principal Chair of the RCG.

#### 5. Agenda

- 5.1 Every meeting requires an agenda to be produced and distributed by GeoPlace to the RCG along with any supporting documents, where appropriate, at least **five Working Days** prior to the meeting.
- 5.2 The agenda will be defined by the Principal Chair of the RCG with input from the Regional Chairs and produced and distributed by GeoPlace.

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- 5.3 Any member of each RCG may include an item for discussion on the agenda as long as it is sent to the Principal Chair or GeoPlace at least ten Working Days before the meeting.
- 5.4 Agendas are required so that:
- people understand why the meeting is held.
  - people will be better able and more inclined to prepare.
  - discussion will be easier to facilitate.
- 5.5 As a general guide, the agenda management will be as follows:
1. Introductory Matters:  
Membership in general (covering participant representation, resignations and elections; apologies; Minutes of the last meeting; and any matters arising).
  2. Ongoing Business:  
A rundown of any significant activity since last meeting. This will include a summary from GeoPlace on performance statistics and any significant new consultation or information papers, and provide an opportunity for RCG members to comment.
  3. Group Members' Questions:  
As an opportunity for RCG members to raise matters of concern; RCG members are encouraged to submit written questions on behalf of Authority Contacts or to raise issues by letter or email or collaboration platform at least five Working Days before meetings so that answers can be prepared.
  4. Matters for Debate and Discussion:  
This should be limited to one or two items of major consideration in principle, which, if agreed, would then come back under the next heading. This may require the formation of a sub-group to prepare a written report for submission to the RCG.
  5. Matters for Decision:  
Items on which the principle has already been agreed and strategies need to be endorsed.
  6. Matters for Report:  
Items reporting progress on which members can raise questions.
  7. Matters to Note:  
Items will not be discussed during the meeting unless prior notice of questions arising has been submitted. This covers all topics raised during the session that could come out of any debate or discussion. These should be discussed at the next meeting.
  8. Concluding Items:  
The Principal Chair of the RCG's will report on items that are to remain as originally classified (some documents may be deemed

to be Confidential Information), and ratification is then sought from the RCG. Any matters that may impact on the delivery or content of Authority Updates shall be presented at the ACE by the Principal Chair of the RCG for deliberation and decision, if appropriate.

9. Any Other Business

**6. Minutes**

- 6.1 Minutes will be produced in draft form by GeoPlace within ten Working Days of the meeting.
- 6.2 Minutes will reflect the business of the meeting with a clear record of items voted upon and their outcome, a log of allocated actions, and expected timescales for those actions to be undertaken.
- 6.3 Any discussions that the group deems to be Confidential Information shall be referred to as such in the minutes. i.e. "The RCG discussed agenda item x, which has been agreed as Confidential Information".
- 6.4 Draft minutes, once agreed by the Principal Chair of the RCG, will be circulated to all RCG members of that RCG for approval within fifteen Working Days of the date of the meeting. Approved minutes will be published on the Authority Contacts' collaboration platform following the next meeting of that RCG.
- 6.5 The full minutes, including agreed redactions and references to Confidential Information matters will be published on the private RCG and ACE collaboration platforms.

**7. Governance of Meetings**

- 7.1 The RCG will make decisions by simple majority voting. Each RCG Regional Chair or Deputy will have one vote. In the case of equality of votes, the Principal Chair of the RCG will have the casting vote.
- 7.2 Quorum of the RCG for decisions, either taken at a meeting or between meetings and ratified at the subsequent meeting, will be not less than a majority of the membership of the RCG, i.e. six persons.
- 7.3 Facilitated and overseen by the ACE, the RCG will create and manage sub-groups and working groups as necessary, to help the RCG achieve the aims of its business plan.

**8. Special RCG Meetings**

- 8.1 These shall require either:
  - at least four members of the RCG to agree the need for such a meeting and at least three weeks' notice of the date of the proposed meeting taking place.
  - or
  - the Principal Chair of the RCG or one of the GeoPlace authorised representatives may convene a special meeting.

## **9. Conflicts of Interest**

- 9.1 If an RCG member has a commercial or non-commercial interest in any issue, this must be declared at the earliest possible moment, no later than at the beginning of the meeting. The Principal Chair of the RCG will decide if that member should not take part in the discussion or be asked to leave the meeting while the item is discussed. Any member who has an interest in an item of discussion will not be entitled to vote on any decision related to that item.
- 9.2 A register of all RCG members' interests will be produced to include for example, commercial involvement in carrying out roles as a consultant or contractors to associated organisations, Participating Authorities, appointments, advisory bodies, pensions/investments etc and general family.

## **10. Online Collaboration Platform**

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

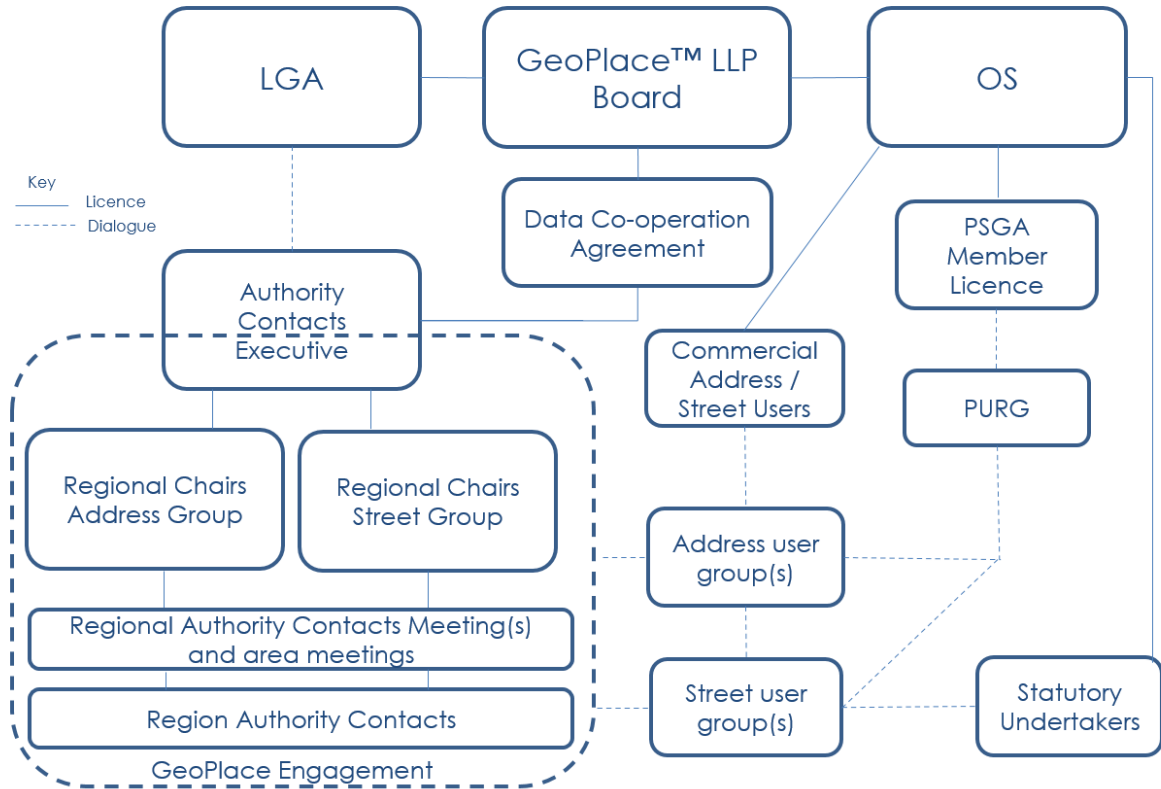
## **11. Expenses**

- 11.1 Reasonable standard class rail travel and overnight accommodation pre-booked by GeoPlace, and subsistence costs for Regional Chairs or nominated Deputy attending RCG physical meetings (see Operational Policies and Guidelines for DCA Governance for further details) and any other authorised meeting shall be paid for by GeoPlace.
- 11.2 Reasonable expenses to other attendees may be paid at the discretion of GeoPlace.

## **12. Duration**

- 12.1 These terms of reference and governance guidelines will stay in force for the duration of each DCA version or until such time as they are amended by the RCGs) and agreed by the ACE.

## Annex A - Governance Structure Chart



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## **Annex B – Data Co-operation Agreement (DCA) variation procedure**

1. DCA Contract Management and governance arrangements are in place to reflect the need for a standard agreement across all Participating Authorities.
2. The DCA sets out a variation procedure. Variations requests may be made in writing between the Participating Authority and GeoPlace, where such variations have the unanimous agreement of the ACE. GeoPlace shall be entitled to vary the DCA but only if such variation is agreed unanimously by the ACE. The ACE may only agree variations if those changes do not affect the ability of either the Participating Authority or GeoPlace to discharge its functions (to the extent the DCA relates to those functions), and if the change does not adversely impact on either party's ability to meet its obligations under the DCA. These arrangements enable reasonable essential changes to be made without re-negotiation between GeoPlace and several hundred Participating Authorities. They also allow for some flexibility over the duration of each version of the DCA.
3. The DCA highlights areas where change may be expected, to reflect strategic thinking and discussion, operational development and the use of new technologies. Specifically, the DCA draws attention to:
  - a) The potential appointment of GeoPlace by the Authority as the sole agent for the purpose of (clause 6.1.6):
    - i) formal street naming and numbering notification; and
    - ii) formal notifications associated with streets.
  - b) Potential services provided by GeoPlace in Schedule 2.
  - c) Changes to Authority Services and the Authority Address Updates Improvement Schedule and the Authority Street Updates Improvement Schedule. (Schedule 1, Parts A, B, C and D).
  - d) Changes to the Data Entry Conventions and best practice (DEC) and Data Transfer Format (DTF).
  - e) Agreement on potential third-party candidate sources.
4. Any developments that would result in changes to the DCA or associated technical documentation (such as the DEC) will need agreement between the GeoPlace and the Local Government representatives of the ACE. For formal changes to the DCA, a written Change Control Request will need to be unanimously agreed by the ACE which is used to create the agreed Change Control Notice.
5. Before agreeing or dis-agreeing a Change Control Request, the Local Government representatives of the ACE will usually consult with the Regional Chairs' Groups, who in turn may wish to consult further with individual Participating Authorities. The processes outlined below relates to the specific items listed above.
6. In the case of para 3. a) above, the ACE commits to these processes (the full detail of which will be agreed with the Regional Chairs' Groups):

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Stage 1) ACE working with the appropriate Regional Chairs' Group, will ensure the following is undertaken:

- A full needs assessment.
- The development of a business case that is appropriate to Participating Authorities, to GeoPlace, and to the wider market and existing policy.
- Produce a risk assessment and conduct consultation with individual authorities, the results of which will be publicised to Participating Authorities.

The Regional Chairs Group and ACE must sign-off Stage 1 before the programme may proceed to Stage 2.

Stage 2) A full project plan and implementation timetable shall be produced and ratified by the Regional Chairs' Group, which may wish for further consultation or a referendum with individual Participating Authorities before proceeding to Stage 3.

Stage 3) A Change Control Request must be ratified with the Regional Chairs' Group, before agreement of a Change Control Notice by the ACE.

7. In the case of para 3. b), c), d) and e) above, where a review of the appropriate technical documents is agreed by the ACE, the ACE will:

Stage 1) Work with the appropriate Regional Chairs' Group to set up 'Working Groups' drawn from the Custodian community and GeoPlace. The Working Groups will review documentation and create an issues log that will be reported to the Regional Chairs' Group.

Stage 2) The Working Groups will endeavour to resolve issues and, if it is necessary, redraft appropriate documentation for ratification by the Regional Chairs' Group.

Stage 3) That draft will be published for wider consultation with Participating Authorities and other stakeholders.

Stage 4) The results of the consultation will be responded to in detail by the Working Groups, explaining how consultation responses have been handled. A final draft will be presented to the Regional Chairs' Group for ratification before the ACE agrees to distribute the final version.

## **Annex C – List of regions and areas**

### **Wales**

Mid and West Wales

North Wales

South Wales

### **Greater London**

North East

North West

South East

South West

### **North West England**

Cheshire

Cumbria

Greater Manchester

Lancashire

Merseyside

### **North East England**

Cleveland

Durham and Darlington

Tyne and Wear and Northumberland

### **Yorkshire and the Humber**

Humberside

South Yorkshire

North Yorkshire

West Yorkshire

### **East Midlands**

Derbyshire and Derby

Leicestershire and Leicester

Lincolnshire

North and West Northamptonshire and Rutland

Nottinghamshire and Nottingham



**West Midlands**

Hereford and Worcester  
Shropshire and Staffordshire  
Warwickshire  
West Midlands

**East of England**

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

**South West England**

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

**South East England**

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