

DATED

2025

FULFORD PARISH COUNCIL

AND

THE COUNCIL OF THE CITY OF YORK

AGREEMENT

**Relating to the management of burial services
pursuant to section 101 of the Local Government Act 1972**

THIS AGREEMENT is made on the

day of

2025

BETWEEN:

1. **FULFORD PARISH COUNCIL** of Cemetery Lodge, Fordlands Road, York, YO19 4QG ("**the Parish Council**"); and
2. **THE COUNCIL OF THE CITY OF YORK** of West Offices, Station Rise, York YO1 6GA ("**the City Council**")

BACKGROUND

- (1) The Parish Council and the City Council are local authorities constituted by the Local Government Act 1972.
- (2) The Parish Council is the owner of the cemetery known as Fulford Cemetery, located at Fordlands Road, Fulford, York YO19 4QG ("**the Cemetery**"), situated in the district of the City Council.
- (3) Both the Parish Council and the City Council are burial authorities within the meaning of Section 214 and Schedule 26 of the Local Government Act 1972 ("**the 1972 Act**") and the Local Authorities Cemeteries Order 1977 ("**the Cemeteries Order**") or any order modifying or re-enacting the same subject.
- (4) By virtue of Section 101 of the 1972 Act and, subject as provided therein, a local authority may arrange for the discharge of any of its functions by another local authority. This discharge of functions is made in accordance with Section 9EA of the Local Government Act 2000 and the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2012.
- (5) Previously, the parties entered into an agreement on 27th March 2006 ("**the 2006 Agreement**"), under which the City Council had delegated its cemetery and burial functions under Section 214 and Schedule 26 of the 1972 Act and the Cemeteries Order to allow such persons who would have rights of burial within the City Council's district, or the bodies of other inhabitants of the City Council's district, to be brought to the Cemetery for burial but who were not residents within the area of the Parish Council.
- (6) The parties have now agreed that the City Council will temporarily manage Fulford Cemetery until 31st July 2026, in order to stabilise the finances of the burials service for the city and determine future management arrangements for this vital service.
- (7) Further to the terms of this Agreement, the Parish Council and the City Council have therefore agreed that the City Council will act as managing agent for the Parish Council and discharge certain of the Parish Council's functions as Local Burial Authority in respect of the Cemetery on the terms set out in this Agreement ("**the Agency**").
- (8) For the avoidance of any doubt, this Agreement will exist alongside the 2006 Agreement, for the duration of the management services at the Cemetery that the City Council has agreed to provide the Parish Council as part of the Agency.

IT IS AGREED THAT:

1. TERM AND TERMINATION

1.1. This Agreement shall commence on 1st August 2025 (“**the Commencement Date**”) and shall continue until:

1.1.1. the Agreement expires on 31st July 2026 (“**the Expiry Date**”); or

1.1.2. it is ended earlier by either party giving a minimum of three (3) months' written notice before the Expiry Date; or

1.1.3. it is ended by the Parish Council under Clause 11.1 (serious breach by the City Council),

whichever comes first.

2. PARTNERSHIP WORKING

2.1. The parties are committed to the efficient delivery and operation of the Agency for the benefit of the local community and will co-operate in a spirit of partnership to comply with their obligations under this Agreement.

2.2. For the avoidance of any doubt, and without prejudice to the commitment of the parties under Clause 2.1 above, nothing in this Agreement shall constitute or be construed as constituting or establishing any formal partnership or joint venture between the parties to this Agreement for any purpose whatsoever.

3. THE PARISH COUNCIL'S FUNCTIONS

3.1. The Parish Council may continue to exercise the functions described, and to the level and frequency set out, in Schedule 1 (**Schedule of Functions**) within the area edged in red shown in Schedule 3 (**Boundary Plan**), in accordance with Section 101(4), Section 214 and Schedule 26 of the 1972 Act, the Cemeteries Order (or any order modifying or re-enacting the same subject), and this Agreement.

4. THE CITY COUNCIL'S FUNCTIONS

4.1. The City Council is empowered in the performance of the Agency to exercise on behalf of the Parish Council, such powers of the Parish Council with respect to the management and operation of the Cemetery as listed in Schedule 1 (**Schedule of Functions**) (“**the Agency Functions**”).

4.2. The Agency Functions under this Agreement are exercisable solely within the Cemetery.

- 4.3. The authority given in Clause 4.1 shall include power to take or defend any legal proceedings on behalf of the Parish Council and to issue any consent or licences or enter into any agreements that may be necessary, subject to the terms of this Agreement.
- 4.4. The City Council will notify the Parish Council within twenty-one (21) days of receipt of any such claim.
- 4.5. The City Council shall not further delegate these functions except to a committee, sub-committee or an officer of the City Council.

5. CITY COUNCIL'S OBLIGATIONS

- 5.1. The City Council shall provide the Agency to the highest standard with reasonable care and skill in compliance with this Agreement (including the Schedules hereto) and shall conform with such legislative requirements and current specifications as are relevant to the provision of the Agency.
- 5.2. In performing the Agency, the City Council shall conform to all relevant policies and procedures of the Parish Council, including but not limited to those contained in Schedule 4 (**Parish Council's Policies and Procedures**) and in relation to health and safety matters.
- 5.3. The City Council shall properly manage and monitor performance of the Agency and immediately inform the Parish Council if the Agency or any part of the Agency is not, or may not be performed, and whether or not this is the result of any act or omission by the City Council giving details, reasons and likely duration.
- 5.4. The City Council shall take such precautions for the protection of public and private rights or interests as though they were the Parish Council and in accordance with Schedule 1.
- 5.5. The City Council must comply with all legislative provisions, regulations and guidance relating to the Agency Functions as though the City Council were the Parish Council.

6. COMMUNICATIONS

- 6.1. The City Council shall provide a bi-monthly update on the performance of the Agency to include such information as specified in Schedule 2 (**Reporting of Agency**). This update must be given to the Contact Officer.
- 6.2. The City Council shall operate a complaints procedure for dealing with complaints from members of the public regarding Agency Functions.
- 6.3. The Contact Officer is Head of Customer Services, or any other officer specified to the City Council in writing.

7. CITY COUNCIL'S PERSONNEL

- 7.1. The personnel assigned by the City Council to the performance of the Agency will be suitably qualified, trained, experienced and properly supervised with regard to the provision of the

Agency Functions and will be made fully aware of the City Council's obligations under the Agreement as it affects them in the performance of their functions.

7.2. The City Council shall employ sufficient persons to ensure the Agency Functions are provided at all times and in all respects in accordance with the Agreement.

7.3. For the purposes of this Clause, 'personnel' shall mean all persons employed by the City Council to perform the functions of the Agency together with the City Council's servants, City Councils and sub-contractors.

8. OPERATIONAL MANAGEMENT OF PARISH COUNCIL STAFF

8.1. Further to and in accordance with the Schedule 1 (**Schedule of Functions**) and Schedule 5 (**Operational Management Terms**), the City Council shall as part of its Agency at the Cemetery assume responsibility for the operational management of any Parish Council staff members and/or volunteers assigned to the Cemetery.

9. COSTS RECEIVED BY THE CITY COUNCIL

9.1. The City Council shall only receive costs in line with the staffing costs and expenses listed in Schedule 1 (**Schedule of Functions**).

9.2. Regarding the staffing costs the parties acknowledge and accept that these costs:

9.2.1. shall be payable in twelve (12) equal instalments, in arrears, on a monthly basis during the Agency; and

9.2.2. are subject to adjustment in line with the 2025/2026 Pay Award. The City Council will inform the Parish Council, in writing, prior to the 2025/2026 Pay Award taking effect.

9.3. In addition to the above, the parties acknowledge and accept that all costs received by the City Council in respect of the Agency Functions carried out on behalf of the Parish Council under this Agreement shall belong exclusively to the City Council.

9.4. All charges and costs payable to the City Council under this Agreement are exclusive of VAT, which may be payable in addition.

10. PAYMENTS

10.1. The City Council shall invoice the Parish Council on the first working day of each month during this Agency, addressed to the Parish Clerk and setting out the time and the charges incurred which are due under this Agreement in relation to the preceding month. For the purposes of this clause 10.3, "**working day**" shall mean any day Monday to Friday which is not a public bank holiday in England or Wales.

10.2. Such invoices shall be payable by the Parish Council within 30 days of the date of the invoice.

- 10.3. Any overdue sums will bear interest from the due date until payment is made at three per cent (3%) per annum over the Bank of England base rate from time to time. The remedies for late payment contained in this clause 10.4 above are substantial remedies within the meaning of Part II of the Late Payment of Commercial Debts (Interest) Act 1998 and that both Parties to this Contract acknowledge that this term was not imposed on either to the detriment of the other and that the Provider did not receive any inducement to agree to this term

11. INDEMNITY AND INSURANCE

- 12.1. The City Council shall indemnify the Parish Council against all and any action, claim, costs, demands, proceedings and liabilities arising out of:
- 12.1.1. any failure of the City Council to discharge the Agency in accordance with the requirements of this Agreement or with any provision of law or to comply in the exercise of the Agency with any requirement referred to herein; or
 - 12.1.2. any negligent act or omission on the part of the City Council, its City Councils or servants in performing the Agency, except to the extent that any claim is due to any act or omission of the Parish Council or to any person for whom the Parish Council is responsible.
- 12.2. The City Council shall arrange insurance cover appropriate to the provision of the Agency Functions under this Agreement.

12. INADEQUATE PERFORMANCE

- 12.1. In the event of a serious breach of the Agreement or if non-compliance occurs the Parish Council may issue an improvement notice detailing the nature of the breach. Where the subject of the improvement notice has not been rectified to the satisfaction of the Parish Council within twenty-eight (28) days of issue of the notice, the Agreement may be terminated forthwith.

13. VARIATION OF AGREEMENT

- 13.1. This Agreement may only be varied in writing, in the form of an addendum to this Agreement and with both parties' signed consent.

14. REVIEW OF AGREEMENT

- 14.1. This Agreement shall be subject to formal review bi-monthly.

15. DISPUTE RESOLUTION

- 15.1. If any dispute arises out of this Agreement the parties will first attempt to settle it by negotiation.

- 15.2. If resolution cannot be agreed between the officers directly involved, the matter shall be referred to the parties' duly authorised representatives at the earliest opportunity and within twenty-eight (28) days of the original identification of a possible dispute.
- 15.3. Where the matter remains unresolved, it shall be referred to Director of Housing & Communities for resolution.

16. GOVERNING LAW AND JURISDICTION

- 16.1. This Agreement shall be construed in accordance with English Law and the Parties hereby submit to the exclusive jurisdiction of English Courts.

In witness whereof this Agreement has been executed as a deed and delivered on the date which first appears in this Agreement.

EXECUTED AS A DEED AND DELIVERED by
the Chair of FULFORD PARISH COUNCIL
in the presence of:

[Redacted Signature]

Signature

JULIET KOPROWSKA

Print name

[Redacted Signature]

Witness' signature

RACHEL ROBINSON

Print name

[Redacted Address]

Print address

CLERK & RESPONSIBLE FINANCIAL OFFICER

Print occupation

EXECUTED AS A DEED AND DELIVERED by
the Vice-Chair of FULFORD PARISH
COUNCIL
in the presence of:

[Redacted Signature]

Signature

SIMON MARSH

Print name

[Redacted Signature]

Witness' signature

RACHEL ROBINSON

Print name

[Redacted Address]

Print address

CLERK & RESPONSIBLE FINANCIAL OFFICER

Print occupation

SCHEDULE 1

Schedule of Functions

1. THE PARISH COUNCIL'S CONTINUING FUNCTIONS

The Parish Council shall continue to:

- maintain accurate accounting records, and share these with the City Council on a monthly basis;
- continue to be responsible for any employment related issues for all Parish Council workers, including those assigned to the City Council for the purposes of the Agency;
- explore the long-term options of retaining or transferring ownership and management of the Cemetery to another body;
- respond to formal complaints about the Cemetery and share relevant information with the City Council to aid service improvements;
- maintain accurate information on the Fulford Cemetery website;
- respond to (if appropriate) social media activity relating to the Cemetery and share relevant information with the City Council to aid service improvements;
- provide any information reasonably requested by the City Council which is pertinent to the Agency and the successful operation of the Cemetery; and
- work alongside the temporary management support provided by the City Council to explore and implement new ways of working to improve efficiency and generate income and/or reduce costs at the Cemetery.

In addition, to enable the City Council to execute the functions outlined in section 2 below, the Parish Council will provide access to relevant systems and appropriate training.

2. THE CITY COUNCIL'S AGENCY FUNCTIONS

To provide resources to the Parish Council to:

- assume responsibility of the operational management of any Parish Council staff members and/or volunteers assigned to the Cemetery, in accordance with Schedule 5 (**Operational Management Terms**) of this Agreement;
- provide a dignified and efficient burial service for the residents of York and neighbouring communities;
- develop and implement administrative systems, computerised and manual databases whilst having awareness of Data Protection Legislation and managing data within specific statutory guidelines;
- manage the daily / weekly / monthly / annual tasks, including monitoring development progress, discussing issues with stakeholders, third parties, tackling arising issues, and tweaking plans to meet its purposes and goals;
- undertake on the job training of other support staff providing administrative services to the department;
- answer incoming telephone calls, responding to requests for information, where appropriate, transferring calls to other members of staff and taking accurate messages if staff are unavailable;

- receive and process statutory forms from cemeteries for necessary full burials;
- process of issuing permits for new memorial work and installations, and if required to contact memorial masons and/or applicants to take remedial action should new headstones found to be unstable;
- maintain supervision of the operation of the business to provide services in accordance with the religious, cultural, and individual needs of the bereaved;
- exercise creativity and innovation in the marketing of various forms of memorials to maximise income and meet customer needs;
- organise and participate in any open days, public events, or official visits to the Cemetery;
- support the Parish Council to strive to improve the services offered;
- assist in the development of the service through additional special projects such as maximising income; and
- keep statutory documentation up to date including burial registers, burial index, purchased grave register, grave register.

3. THE CITY COUNCIL'S AGENCY COSTS

The staffing costs for the Agency will cost sixty-six thousand seven hundred and ninety-three Pounds Sterling (£66,793), which pays for the gross salary of two (2) members of support staff. This amount will be subject to any adjustments as a result of the 2025/26 Pay Award. The City Council will inform the Parish Council, in writing, prior to the 2025/2026 Pay Award taking effect.

In addition to the above, and subject to the prior agreement between parties, the City Council may also recharge any other expenditure (e.g. travel disbursements, accommodation, subsistence) incurred in connection with the Agency to the Parish Council.

In addition to the above, all costs received by the City Council in respect of the Agency Functions carried out on behalf of the Parish Council under this Agreement shall belong exclusively to the City Council.

All costs described in this part of this Schedule 1 are exclusive of VAT, which may be payable in addition.

SCHEDULE 2

Reporting of Agency

The Agreement will be monitored by the City Council's Head of Customer Services and Parish Clerk, who will jointly report to the Parish Council on a monthly basis. Such reporting shall include (but may not be limited to) a performance update in respect of the Agency and a financial review for the previous month.

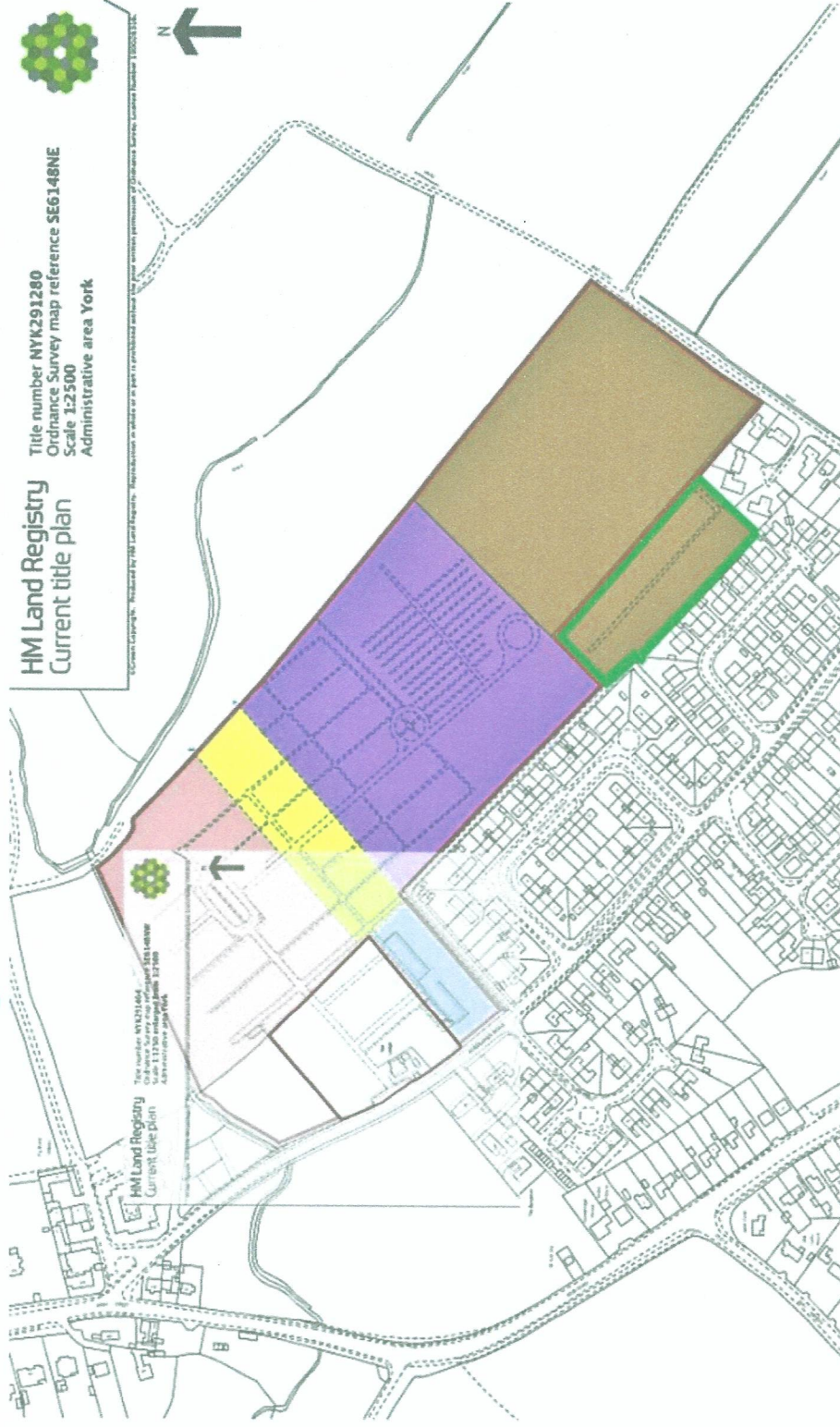
SCHEDULE 3

Boundary Plan

Boundary Plan

Fulford Cemetery Edged in Red

Fulford Parish Council Allotments Edged in Green



SCHEDULE 4

Parish Council's Policies & Procedures

-  Social Media Policy Adopted 20241204.pr
-  Sexual_Harassment_Policy Adopted 2024
-  Safeguarding Policy - Approved 20211012
-  Information_Security_Policy Adopted 2024
-  Health & Safety Policy - Reviewed 202
-  Grievance Policy Adopted 20240626.px
-  FOI Publications Scheme.pdf
-  Equality_Diversity_Policy Adopted 2024062
-  Disciplinary Policy Adopted 20250514.pr
-  Data Protection Policy Adopted 26 Jur
-  Complaints Procedure Policy - Ap

SCHEDULE 5

Operational Management Terms

1. Operational Management of the Cemetery

- 1.1. During the Agency, those staff employed by the Parish Council assigned to the Cemetery, will be operationally managed by City Council in accordance with this Schedule.
- 1.2. Operational management will include, but not be limited to:
 - 1.2.1. the allocation of work;
 - 1.2.2. direction and day to day supervision of tasks;
 - 1.2.3. the approval of annual leave requests in accordance with Fulford Parish Council staff terms and conditions;
 - 1.2.4. arranging cover to ensure continuity of service; and
 - 1.2.5. performance management and training of the employees assigned.
- 1.3. The City Council managers who will be responsible for the operational management of this service will include:
 - 1.3.1. the Supervisor, Cemeteries, who will provide day to day supervision and direction.
 - 1.3.2. the Crematorium Manager;
 - 1.3.3. the Deputy Head of Corporate Customer Services; and
 - 1.3.4. the Head of Corporate Customer Services,

all of whom are employed within the Housing and Communities Directorate of the City Council.

2. Employment status of Parish Council Staff

- 2.1. The Parish Council employees, who will remain employees of Fulford Parish Council during this Agency but will be assigned to City Council for day-to-day direction and supervision, are:
 - 2.1.1. Cemetery Officer
 - 2.1.2. Grounds Foreman
 - 2.1.3. Groundsman & Maintenance Foreman
 - 2.1.4. Groundsman (confirmed retirement date 14th August 2025)
- 2.2. The Parish Council will ensure all assigned employees, subject to the management and supervision of the City Council, shall perform all duties assigned by the City Council staff including such duties which are not within the employee's current job description, but which are reasonably related to them, and that all assigned employees shall perform those duties as if they were specifically required under the contract of employment.

- 2.3. The City Council will be responsible for providing the Parish Council with all relevant management information to enable the Parish Council, as the Employer, to pay the employees correctly and complete necessary returns (e.g. sickness, other absence and reportable incidents/accidents).
- 2.4. For the avoidance of any doubt however:
- 2.4.1. nothing in this Schedule or any other provision of this Agreement will be construed to have effect as forming or recording any relationship of Employer and Employee between the City Council and the assigned workers from the Parish Council;
 - 2.4.2. the Parish Council shall comply with the terms of the contracts of employment for these employees throughout the continuance of this Agreement;
 - 2.4.3. if any employee assigned to the Cemetery is held to be employed by the City Council at any time, the City Council may dismiss said employee, and the Parish Council shall offer that person employment with the Parish Council on the terms that applied immediately before that dismissal;
 - 2.4.4. the Parish Council shall indemnify the City Council fully and keep the City Council indemnified fully at all times against any claim or demand by these employees arising out of their employment by the Parish Council or their termination throughout the continuance of this Agreement (except for any claim relating to any act or omission of the City Council or its employees or agents); and
 - 2.4.5. further to clause 2.2 of the Agreement, nothing in this Schedule or any other provision of this Agreement shall constitute or be construed as constituting or establishing any partnership or joint venture between the parties to this Agreement for any purpose whatsoever.

3. Pay and Expenses

- 3.1. For employment purposes, the employees assigned to the City Council during the Agency shall continue to be employed by the Parish Council under their contracts of employment, which shall remain in force including their substantive pay and terms and conditions of employment.
- 3.2. The Parish Council shall therefore continue to pay these employees' salary and any allowances, provide any benefits due to these employees or their dependants, make any payments to third parties in relation to the employees and make any deductions that it is required to make from these employees' salary and other payments, in accordance with their contracts of employment.

- 3.3. The City Council will authorise any travel, telephone and other expenses in line with the Employer's own travel and expenses policies as apply from time to time and which are reasonably and properly incurred by these Parish Council employees, these expenses to be countersigned by an authorised signatory and paid by the employer in the normal way.

4. Place of work and Equipment

- 4.1. The Parish Council employees' base during the Agency shall remain the Cemetery, but they may be expected to attend other City Council work locations as may be reasonably required by the City Council.
- 4.2. The Parish Council will provide all pieces of equipment required for the employees to undertake their role.
- 4.3. During the Agency, the Parish Council shall provide the City Council employees with access to the building, offices and welfare facilities at the Cemetery Lodge.

5. Hours of Work

- 5.1. The Parish Council's employees shall continue to supply their services within the terms of their contracts of employment.

6. Insurance & Health and Safety

- 6.1. The City Council shall be responsible for ensuring that these employees observe the City Council's health and safety policies and procedures and maintains a safe method of working.
- 6.2. The City Council shall take out and maintain in full force with a reputable insurance company adequate insurance cover for any loss, injury and damage caused by or to the employees during its management of the Cemetery under the Agency.
- 6.3. The Parish Council will instruct its employees to observe all reasonable safety instructions given to them from time to time by the City Council.

7. Grievance, Discipline, Conduct Standards, Attendance Management and Capability

- 7.1. All matters of attendance management, capability, grievance and discipline shall be dealt with by the Parish Council in accordance with the contracts of employment and its normal procedures.
- 7.2. The City Council agrees to co-operate fully with the Parish Council to resolve grievances raised by any employee assigned by the Parish Council to the Cemetery.

- 7.3. The City Council shall use its reasonable endeavours to report to the Parish Council at the earliest possible opportunity, all matters which may require disciplinary or other management action (including matters related to attendance and or capability) by the Parish Council and to participate promptly in any subsequent action which may be necessary.

8. Periods of Leave

- 8.1. The employees assigned by the Parish Council to the City Council as part of the Agency shall book all leave to which they are entitled with the City Council, with the City Council honouring all annual leave pre-booked by the employee with the Parish Council, prior to this management arrangement at the Cemetery being put in place.
- 8.2. In the event of sickness, the employees shall notify both the Parish Council and the City Council's Cemetery Supervisor in accordance with the agreed procedures of the Parish Council.

9. Supervision and Appraisal

- 9.1. The City Council will hold regular supervision discussions with the employees assigned to the Cemetery in line with the employer's policy.
- 9.2. A copy of any objectives set by the Parish Council for each employee will be shared with the City Council for their information.
- 9.3. The Parish Council shall continue to provide all reasonable support and assistance to the employees throughout the continuance of the Agency at the Cemetery. Specifically, the Parish Council will have regular contact with the employees throughout the Agency.

10. Summary termination of Parish Council employees

- 10.1. The Parish Council may terminate any contract of employment, in line with its terms and conditions and the Parish Council's policies, of any member of staff assigned by the Parish Council to the City Council under the Agency. Any delay by the Parish Council in exercising the right to terminate shall not constitute a waiver of such rights.
- 10.2. Unless expressly stated to the contrary, the termination by the Parish Council of any member of staff assigned by the Parish Council to the City Council under this arrangement shall not operate as a notice to terminate this Agreement as a whole.
- 10.3. On termination by the Parish Council of any member of staff's employment who was assigned to the City Council under the Agency, howsoever arising, the Parish Council shall procure that the employee in question shall (if the City Council so requests):

- 10.3.1. deliver to the City Council all documents (including, but not limited to, correspondence, lists of clients or customers, plans, drawings, accounts and other documents of whatsoever nature and all copies thereof, whether on paper, computer disc or otherwise) made, compiled or acquired by them during this arrangement and relating to the business or affairs of the City Council or its or their clients, customers or suppliers and any other property of the City Council which is in their possession, custody, care or control;
- 10.3.2. irretrievably delete any information relating to the business of the City Council stored on any magnetic or optical disc or memory and all matter derived from such sources which is in their possession, custody, care or control outside the premises of the City Council; and
- 10.3.3. confirm in writing and produce such evidence as is reasonable to prove compliance with their obligations under this **Error! Bookmark not defined.** 10.3.

11. Data protection

- 11.1. The Parish Council needs to provide relevant information about the employees assigned to the City Council in connection with the Agency. A data processing schedule setting out what personal data relating to the employees that the Parish Council needs to process, and why, is annexed to this Schedule.
- 11.2. In addition, throughout the City Council's management of the Cemetery:
 - 11.2.1. The City Council will collect and process information relating to the Parish Council employees assigned to the Cemetery in accordance with the City Council's Privacy Notice. This can be found at <https://www.york.gov.uk/privacy> and should be read in conjunction with other City Council privacy notices that are available in our Privacy Notice and/or any City Council policies and procedures in force from time to time.
 - 11.2.2. The Parish Council shall ensure that any of its employees assigned to the Cemetery will comply at all times with the City Council's current and up to date data protection policies and procedures in force from time to time when handling personal data relating to any employee, worker, contractor, customer, client, supplier or agent of the City Council.
 - 11.2.3. The Parish Council shall ensure that any relevant employees assigned to the City Council with access to any personal data will also comply with the City Council's Data Protection and Information Governance Procedures/Policies, including the regular mandatory training on Data Protection and Information Security and also the City Council's Complaints Policies/Procedures.

11.2.4. Failure to comply with any of the policies and/or procedures referred to above may be dealt with as a disciplinary matter and referred to the Parish Council and, in serious cases, may result in the termination of employment with the Parish Council.

12. Confidentiality

12.1. The Parish Council shall use its reasonable endeavours to procure that any employees assigned to the City Council shall not:

12.1.1. (except in the proper course of carrying out the Agency in relation to the management of the Cemetery, as required by law or as authorised by the City Council) throughout the duration the Agreement or after its expiry or termination (howsoever arising) use or communicate to any person, company or other organisation whatsoever (and shall use best endeavours to prevent the use or communication of) any Confidential Information relating to the City Council that any Parish Council employee assigned to the City Council creates, develops, receives or obtains at any time during the continuance of this Agreement. This restriction does not apply to any information that is or comes in the public domain other than through the employees assigned to the City Council's unauthorised disclosure; or

12.1.2. make (other than for the benefit of the City Council) any record (whether on paper, computer memory, disc or otherwise) containing Confidential Information relating to the City Council or use such records (or allow them to be used) other than for the benefit of the City Council. All such records (and any copies of them) shall be the property of the City Council and shall be handed over by the Parish Council employees assigned to the City Council on the termination of this Schedule or at the request of the City Council at any time during the continuance of this Agreement.

12.2. Nothing in this Schedule shall prevent the Parish Council employees assigned to the City Council from disclosing information that they are entitled to disclose under the Public Interest Disclosure Act 1998, provided that the disclosure is made in accordance with the provisions of that Act and the Parish Council employees assigned to the City Council has complied with the City Council's policy from time to time in force regarding such disclosures.

12.3. Both the City Council and the Parish Council shall:

12.3.1. keep any Confidential Information relating to the other party that it obtains as a result of this arrangement secret;

12.3.2. not use or directly or indirectly disclose any such Confidential Information (or allow it to be used or disclosed), in whole or in part, to any person without the

prior written consent of the other party (such consent not to be unreasonably withheld or delayed);

12.3.3. use its reasonable endeavours to ensure that no person gets access to the Confidential Information from it, its officers, employees or agents unless authorised to do so; and

12.3.4. inform the other party immediately on becoming aware, or suspecting, that an unauthorised person has become aware of such Confidential Information.

12.4. Notwithstanding the rest of this paragraph 12, each party may disclose this Agreement and the other party's confidential information to its legal advisers who may need to know such information for the purposes of exercising and/or enforcing the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its legal advisers to whom it discloses this Agreement and/or the other party's confidential information comply with this paragraph 12.

13. Intellectual Property Rights and moral rights

13.1. The Parish Council warrants to the City Council that:

13.1.1. each of the employees assigned by the Parish Council to the City Council has validly assigned to the Parish Council in writing all patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world ("**Intellectual Property Rights**") that will be created by the employees assigned by the Parish Council to the City Council during the Agency, to the fullest extent permissible by law, and has also agreed in writing to hold on trust for the Parish Council all the rights referred to in this paragraph in which the legal title does not pass to the Parish Council and to perfect a written assignment of such title to the City Council at the request of the Parish Council;

13.1.2. each of the Employees assigned to the City Council has validly waived in writing all their moral rights arising under Part I of the Copyright, Designs and Patents Act 1988 in respect of all works created in the course of providing the Services under this Schedule;

- 13.1.3. it will procure that each of these employees will provide to the City Council promptly on request a copy of the assignment, agreement and waiver referred to in paragraph 13.1.1 and 13.1.2 above; and
- 13.1.4. it will procure that each of these employees shall provide to the City Council in writing full details of each invention, idea, discovery, development, improvement and innovation made by the Parish Council employees assigned to the City Council during the Agency, whether or not patentable or capable of registration, and whether or not recorded in any medium, promptly after creating it.
- 13.2. The Parish Council assigns to the City Council with full title guarantee all Intellectual Property Rights created by the Parish Council employees assigned to the City Council during the course of the Agency at the Cemetery and all materials embodying such rights to the fullest extent permitted by law and will at the City Council's request provide those materials and execute all further documentation necessary to effect and confirm the City Council's ownership of those rights.

Annex to Schedule 5

Data Processing Schedule

1. The contact details of the City Council's Data Protection Officer is:

Lorraine Lunt, Information Governance & Feedback Team Manager
Information.governance@york.gov.uk

2. The contact details of the Parish Council's Data Protection Officer or Lead is:

Rachel Robinson, Clerk to the Parish Council
clerk@fulford-pc.gov.uk

3. Pursuant to paragraph 11 of Schedule 5 of this Agreement, the City Council shall process the Personal Data as follows and any such further written instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing	The City Council processes the personal data and special categories of personal data under the Agreement for the purposes set out in the Agreement and otherwise in the furtherance of the arrangements between the Parties, in each case in connection with the Agency.
Duration of the processing	For as long as is necessary for the City Council to comply with its obligations under this Agreement and for the furtherance of the arrangements between the Parties in respect of the Agency, and as otherwise permitted by this Agreement.
Nature and purpose of the processing	<p>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p> <p>The purpose of the processing means any processing required for the purposes of the Agreement.</p> <p>Processing activities such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) may all be undertaken by the City Council for the purposes set out in the Agreement.</p>

Type of data being processed	Only the minimum amount of personal data and special categories of personal data to be processed for the purposes set out in the Agreement.
Categories of Data Subject	<p>Depending on the circumstances, the personal data and special categories of personal data may concern one or more of the following categories of Data Subjects (as determined by the Parish Council or agreed between the Parties) and such other categories as the Parish Council may specify, or the Parties may agree from time to time:</p> <ul style="list-style-type: none"> • City Council staff (including volunteers, agents, and temporary workers), • Parish Council staff (including volunteers, agents, and temporary workers), • Customers/clients
Plan for return and destruction of the Personal Data and special categories of personal data once the processing is complete UNLESS requirement under union or member state law to preserve that type of Data	The personal data and special categories of personal data (and any copies of it) will be returned to the Parish Council once the processing activity to which it relates has been completed and/or on termination of this Agreement unless the Parties agree in writing that it can instead be securely destroyed in any particular case in accordance with an agreed document retention and destruction policy.
International Transfers and Legal Gateway	<p>Where any data is or potentially will be transferred outside of the UK, the legal gateway(s) being relied on and/or any safeguards or measures required will be in place. This may include (but shall not be limited to):</p> <ul style="list-style-type: none"> • Adequacy decision • International data transfer risk assessment • International data transfer agreement • Contract clauses