

Dated 29 June

2026

BETWEEN

THE MEMBERS OF EM LAWSHARE

EM LawShare Consortium Agreement

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THIS CONSORTIUM AGREEMENT is made the day of 29 June 2026

BETWEEN:

- (1) **WEST NORTHAMPTONSHIRE COUNCIL** of One Angel Square, Angel Street, Northampton NN1 1ED;
- (2) **WEST MIDLANDS COMBINED AUTHORITY** of 16 Summer Lane, Birmingham, West Midlands B19 3SD;
- (3) **NOTTINGHAMSHIRE COUNTY COUNCIL** of County Hall, West Bridgford, Nottingham NG2 7QP;
- (4) **LEICESTER CITY COUNCIL** of City Hall, 115 Charles Street, Leicester LE1 1FZ;
- (5) **LEEDS CITY COUNCIL** of Civic Hall, Portland Crescent, Leeds, West Yorkshire LS1 1UR;
- (6) ~~**HIGH PEAK BOROUGH COUNCIL AND STAFFORDSHIRE MOORLANDS DISTRICT COUNCIL**~~ of Municipal Buildings, Glossop, Derbyshire SK13 8AF; and M. Begum
- (7) **BLABY DISTRICT COUNCIL** of Council Offices, Desford Road, Narborough, Leicester LE19 2EP,

Stuart Timmiss

Helen Edwards

SP

(the "**Signatory Members**")

BACKGROUND:

- (A) EM LawShare is an unincorporated consortium of contracting authorities which has been jointly procuring and managing legal services framework agreements for many years in order to benefit from collective buying power and to achieve better quality and value from their external legal spend.
- (B) The Members now wish to formally recognise and renew the consortium, make contractually binding its status as a consortium and undertake a further joint procurement of (and thereafter manage) a new legal services framework agreement (the "**Framework Agreement**") for the same purposes.
- (C) EM LawShare has been managed by an informally constituted board drawn from the staff of the Members (the "**Board**", "**Board Member**") which the Members now wish to establish formally under a contractually binding agreement. Nottinghamshire County Council is a Member and has acted as host to EM LawShare (the "**Outgoing Host**") since its inception. The Outgoing Host has begun relinquishing the host functions and will complete the process on the Transfer Date in accordance with the terms of this Agreement once the current framework agreement expires.
- (D) West Northamptonshire Council is a Member and has begun acting as host to EM LawShare (the "**Host Member**") and will complete the process of taking over the provision of the host functions on the Transfer Date in accordance with the terms of this Agreement. It will carry out the procurement of the Framework Agreement; contract with successful service providers to the Framework Agreement ("**Service Providers**") as agent of the Membership; contract manage the Framework Agreement; and provide (or procure the provision of) Consortium Co-Ordinator Services to the Board; all on the instructions of the Board, as more particularly described in Schedule 1 (The Host Services) (the "**Host Services**").
- (E) The Members wish to formalise EM LawShare's consortium arrangements and give contractual effect to:

(E.i) the constitution of EM LawShare including the liability of the Members to each other and to the Host Member;

(E.ii) the basis upon which the Host Member will provide the Host Services for, and on behalf of, the Membership; and

(E.iii) the obligations of each Member when calling-off from the Framework Agreement as more particularly set out in Schedule 2 (Framework Access Agreement).

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 The definitions and rules of interpretation in this Clause apply in this Agreement:

"Added Value Services"	the services set out in Appendix 1 to the Specification of the Framework Agreement;
"Adhering Member"	an Eligible Authority that becomes a Member by entering into an agreement of adherence pursuant to Clause 6 (Adhering Members);
"Agreed Proportion(s)"	means, in respect of any liability incurred under the Agreement or of any remaining balance of debts and income/assets to be distributed on a winding up under Clause 16 (Consequences of Expiry or Earlier Termination), the total liability or the balance of debts and income/assets divided equally between the number of Members at the time the liability was incurred or immediately prior to the date of the winding up;
"Agreement"	these terms and conditions and the Schedules;
"Board"	has the meaning in Background paragraph (C), established in accordance with the Board Terms of Reference in Schedule 3 (Board Terms of Reference);
"Board Member"	has the meaning in Background paragraph (C);
"Call-Off Contract"	the contract for Legal Services awarded to a Service Provider by a Member pursuant to a call-off procurement process under the Framework Agreement;
"Commencement Date"	the date from which this Agreement takes effect is 1 April 2026;
"Confidential Information"	means all information designated as confidential by the disclosing Member in writing together with all other information which relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the disclosing Member or information which may reasonably be regarded as the confidential information of the disclosing

	Member including any commercially sensitive information or Personal Data;
"Consortium Co-Ordinator"	means the person who is engaged to fulfil the role of the EM LawShare Co-ordinator in accordance with Schedule 1 (The Host Services);
"Consortium Co-Ordinator Services"	the services provided by the Consortium Co-Ordinator as described in Part B of Schedule 1 (The Host Services);
"Contract Year"	as defined in the Framework Agreement and meaning each twelve (12) month period commencing on the commencement date of the Framework Agreement and each anniversary thereafter;
"Data Controller"	has the meaning set out in the Data Protection Legislation;
"Data Protection Legislation"	means the Data Protection Act 2018 and the UK GDPR and any other applicable laws of England and Wales relating to the protection of Personal Data and the privacy of individuals (all as amended, updated, replaced or re-enacted from time to time);
"Data Subject"	has the meaning set out in the Data Protection Legislation;
"Delegation of Functions"	a document setting out any functions which the Board has delegated to any Group(s);
"Dispute Resolution Procedure"	the procedure set out in Clause 8 (Dispute Resolution Procedure);
"Eligible Authority"	means a contracting authority identified in the tender notice advertising the Framework Agreement for tender as eligible to call-off the Framework Agreement;
"EM LawShare"	the consortium comprising the Members who have joined together to purchase legal services from the Service Providers;
"EMLS Website"	means the EM LawShare website (www.emlawshare.co.uk) which contains all necessary information related to the Framework Agreement for Members to access;
"Environmental Information Regulations"	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;

“Exit Period”	the period leading up to the termination of this Agreement, following any notice or decision to terminate the Agreement;
“Financial Year”	the period 1 April to 31 March;
“FOIA”	the Freedom of Information Act 2000, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;
“Force Majeure”	any cause affecting the performance by a Member of its obligations under this Agreement arising from acts, events, omissions or non-events beyond its reasonable control, including acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake and any disaster;
"Framework Agreement"	means the agreement referred to in Background paragraph (B) to be entered into by the Host Member and the Service Providers for a term of 4 years with options to extend for 2 further periods of 1 year from a date to be determined in or about mid-2026 and which can be utilised by Members for the call-off of Legal Services in accordance with its terms;
“Good Industry Practice”	the exercise of that degree of skill, diligence and prudence, risk management, quality management and foresight which would reasonably and ordinarily be expected from a skilled and experienced service provider engaged in the provision of services similar to the Host Services under the same or similar circumstances as those applicable to this Agreement, including in accordance with any applicable codes of practice;
"Governance Documents"	any documents pertaining to the governance of the Board, Board Members, EM LawShare or the Members, for example Operating Principles, Statement of Intent or Code of Conduct;
“Granting Member”	the Member granting rights to the other Members in respect of its Pre-Existing IPR;
"Group(s)"	the group(s) that may be established by the Board;
“Host Member”	has the meaning in Background paragraph (D);
"Host Services"	has the meaning in Background paragraph (D);
“Indirect Losses”	means loss of profits, loss of use, loss of production, loss of business, loss of business opportunity, loss of business revenue, loss of

	goodwill or any claim for consequential loss or for indirect loss of any nature;
“Information”	has the meaning given under section 84 of FOIA and covers information recorded in any form;
“Insolvent”	where a Member ceases or threatens to cease carrying on its business; suspends making payments on any of its debts or announces an intention to do so; is, or is deemed for the purposes of any applicable law to be, unable to pay its debts as they fall due or insolvent; enters into or proposes any composition, assignment or arrangement with its creditors generally; takes any step or suffers any step to be taken in relation to its winding-up, dissolution, administration (whether out of court or otherwise) or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) otherwise than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation; has a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator or similar officer appointed (in each case, whether out of court or otherwise) in respect of it or any of its assets; has any security over any of its assets enforced; or any analogous procedure or step is taken in any jurisdiction;
“Intellectual Property Right(s)”	any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise;
“Joining Date”	the date that a contracting authority becomes a Member pursuant to Clause 6 (Adhering Members);
"Legal Officer"	(sometimes also referred to as the “Authorised Officer”) means any employee of a Member who is authorised by the Member to issue instructions to the Service Providers;
"Legal Services"	means legal advice and assistance to be provided by a Service Provider under a Call-Off Contract;
"Losses"	losses, liabilities, claims, costs, charges and outgoings of every description (including legal expenses), but excluding Indirect Losses;
"Management Fee"	means a charge calculated as a percentage (as set out in the Framework Agreement) of each Service Provider's income invoiced to all Consortium Members (net of VAT and disbursements) for Services provided under the Framework Agreement and payable in each Contract Year to EM LawShare as follows:

Income invoiced	Management Fee
Up to £1.5m	1%
£1.5m - £4m	1.25%
£4m and up	1.5%

"Member(s)"; "Membership"	means: - the Signatory Members; and - any Adhering Members;
"New IPR"	any Intellectual Property Rights (excluding Pre-Existing IPR) created by the Members during the Term exclusively for the purpose of providing the Host Services;
"Personal Data"	has the meaning set out in the Data Protection Legislation;
"Pre-Existing IPR"	the Intellectual Property Rights owned by a Member immediately prior to the Commencement Date, or the Joining Date as relevant, or developed independently of this Agreement;
"Processing"	shall have the meaning set out in the Data Protection Legislation (and "Process" and "Processed" shall be construed accordingly);
"Procurement Legislation"	the Procurement Act 2023, the Procurement Regulations 2024 and any Procurement Policy Notes (each as updated and amended from time to time);
"Quarter"	each three month period during a Financial Year ending on 30 June, 30 September, 31 December and 31 March;
"Regulator"	means the Information Commissioner's Office or any successor body from time to time and any other supervisory authority with jurisdiction over any Member;
"Request for Information"	means a request for Information under Clause 10.2;
"Service Provider"	means any legal services provider who has entered into the Framework Agreement with the Host Member;
"Signatory Member"	has the meaning in the Parties section at the top of this Agreement;
"Specification"	has the meaning given to it in the Framework Agreement;

“Term”	the term of this Agreement as set out in Clause 2 (Term);
“Termination Date”	the date on which this Agreement terminates under Clause 15 (Termination);
“Terms of Reference”	the terms of reference of either: (i) the EM LawShare Board as set out in Schedule 3 (Board Terms of Reference) as may be amended from time to time by the Board; or (ii) a Group, as may be established by the Board in accordance with Clause 3.4, (Group Terms of Reference) as may be amended from time to time. Such Terms of Reference to be made available to Members on request and kept up-to-date on the EMLS Website;
“Transfer Date”	the date referred to in Schedule 1 (The Host Services) for completion of the transfer of Host Services from the Outgoing Host to the Host Member; and
“Working Day”	Monday to Friday, excluding any public holidays in England.
1.2	A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.
1.3	The masculine includes the feminine and the neuter and the singular includes the plural and vice versa.
1.4	Headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement. References to Clauses and Schedules are, unless otherwise provided, references to Clauses of and Schedules to this Agreement.
1.5	Where there is any conflict or inconsistency between the provisions of the Agreement, such conflict or inconsistency shall be resolved according to the following order of priority:
1.5.1	the Clauses of the Agreement;
1.5.2	Schedule 1 (The Host Services) to this Agreement;
1.5.3	the remaining Schedules to this Agreement.
2.	TERM
	This Agreement shall take effect on the Commencement Date and shall continue until the expiry of the Framework Agreement, unless terminated earlier in accordance with Clause 15 (Termination).
3.	THE BOARD
3.1	The Board is established through this Agreement and the Board Terms of Reference to manage EM LawShare on behalf of the Members.

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- 3.2 The Membership grants full delegated authority to the Board to procure the Framework Agreement and thereafter manage the Framework Agreement on its behalf, supported by the Host Services, and make decisions on behalf of the Members.
 - 3.3 In this Agreement, any reference to a decision or resolution of the Board shall be taken in accordance with the Board Terms of Reference and/or this Agreement (as the context so requires).
 - 3.4 The Board may delegate the exercise of its functions to one or more Groups that it may establish. The Board may determine at its discretion whether a minimum number of Board Members must sit on any Group. Each Group will act in accordance with the relevant Group Terms of Reference.
 - 3.5 The Board shall maintain an up-to-date Delegation of Functions and make available any Governance Documents it issues on the EMLS Website.

4. HOST MEMBER AND HOST SERVICES

- 4.1 The Host Member shall provide the Host Services to the Board and the Membership in accordance with Schedule 1 (The Host Services).
- 4.2 The Host Member shall provide the Host Services at all times under the management and direction of the Board.
- 4.3 Nothing in this Agreement shall oblige the Host Member to carry out or perform any act which would cause it to be in breach of its own constitutional documents or regulatory requirements, or which would be an illegal act or omission or which the Host Member considers would put its business, assets or reputation at risk.

5. MEMBERS' COMMITMENTS

- 5.1 The Members will at all times during the Term:
 - 5.1.1 consent to the executive function of the Board to procure the Framework Agreement and to manage it thereafter on behalf of the Membership in accordance with Schedule 3 (Board Terms of Reference);
 - 5.1.2 consent to the Host Member providing the Host Services to the Board and on behalf of the Membership on the terms set out in Schedule 1 (The Host Services);
 - 5.1.3 when calling-off from the Framework Agreement, comply at all times with Schedule 2 (Framework Access Agreement);
 - 5.1.4 act in good faith towards each other and adopt a collaborative and constructive approach;
 - 5.1.5 not unreasonably withhold approval on any matter or otherwise unreasonably prevent EM LawShare from achieving its objectives; and
 - 5.1.6 observe relevant statutory powers, requirements and best practice to ensure compliance with applicable laws and standards including those governing procurement, data protection and freedom of information.
- 5.2 Each Member warrants and represents to the other that it has full capacity and authority and all necessary consents to enter into and comply with its obligations contained in this Agreement and that this Agreement is executed by the duly authorised representatives of the Member.

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- 5.3 Each Member shall retain and comply with all of its own policies and procedures, and arrangements in respect of governance and regulatory compliance, including but not limited to internal or external audits.

6. **ADHERING MEMBERS**

- 6.1 The membership of EM LawShare may be expanded by any Eligible Authority becoming a Member in accordance with this Clause 6.
- 6.2 If the Eligible Authority is a local authority, then Board approval is not required and the local authority may become an Adhering Member by entering into an agreement of adherence in accordance with Clause 6.4. For non-local authorities, the Board must first approve them joining EM LawShare, following an assessment of the prospective Eligible Authority, before they may enter into an agreement of adherence.
- 6.3 There shall be no maximum number of Members.
- 6.4 Each Eligible Authority seeking membership in accordance with Clause 6.1 shall become an Adhering Member with effect from the date the Eligible Authority enters into an agreement of adherence to this Agreement in the form set out in Schedule 4 (Agreement of Adherence).

7. **LIABILITY AND INDEMNITY**

- 7.1 Nothing in this Agreement shall operate to limit a Member (including the Host Member)'s or a Board Member's liability for:
- 7.1.1 death or personal injury caused by its negligence;
- 7.1.2 fraud committed by or on behalf of it; or
- 7.1.3 any other liability which cannot be legally excluded.
- 7.2 No Member (including the Host Member) or Board Member shall be liable to any other Member or Board Member for any Indirect Losses.

Members

- 7.3 Each Member shall be responsible for complying with all applicable laws including but not limited to the Procurement Legislation and compliance with its own financial regulations/standing orders when it carries out a procurement process for a Call-Off Contract.
- 7.4 Subject to Clause 7.2, each Member (the “**Indemnifying Member**”) agrees to indemnify and hold harmless the other Members (the “**Indemnified Members**”) and their officers, employees and successors from any claims, proceedings, liabilities, losses, damages, costs and expenses arising out of the Indemnifying Member's negligence, wilful misconduct, and negligent performance of, or failure to perform, any of its duties or obligations under this Agreement provided that the Indemnified Members have taken all reasonable steps to mitigate their losses.

Board Members

- 7.5 Each Board Member shall carry out its role in good faith and shall exercise due care and diligence in complying with the obligations set out in this Agreement.
- 7.6 Subject to any express provisions of this Agreement, no Board Member shall be liable to any Member for any Losses incurred by a Member where the Board Member can

demonstrate that it has acted in good faith and has exercised due care and diligence when carrying out its role.

- 7.7 Each Board Member serves on the Board in their capacity as an employee of the relevant employer Member. The employer Member shall indemnify its employee Board Member and purchase and maintain appropriate insurance in respect of liabilities incurred in the proper performance of the Board Member's Board duties.

Host Member

- 7.8 Subject to Clauses 7.2 and 7.9, the Host Member agrees to indemnify and hold harmless the Members and their officers, employees and successors from any claims, proceedings, liabilities, losses, damages, costs and expenses arising out of the Host Member's negligence, wilful misconduct, and negligent performance of, or failure to perform, any of its duties or obligations under this Agreement provided that the Members have taken all reasonable steps to mitigate their losses.
- 7.9 The Host Member shall have no liability to any Member for any Losses incurred by a Member where the Host Member has fully complied with a decision, directions, instructions or any other actions of the Board.
- 7.10 Subject to Clause 7.2, in the event that the Host Member incurs any liability while acting wholly on the direction of the Board (which includes but is not limited to claims, proceedings, liabilities, losses, damages, costs and expenses), each Member shall indemnify the Host Member against such liability on the basis of Agreed Proportions minus the Host Member's Agreed Proportion. For the avoidance of doubt, a Member which has left EM LawShare in accordance with Clause 14 (Leaving Members) shall only be required to indemnify the Host Member in respect of liabilities arising from acts or omissions occurring before the date that Member leaves EM LawShare. The leaving Member shall have no obligation to indemnify the Host Member in respect of any liability arising from acts or omissions occurring after that date.

8. DISPUTE RESOLUTION PROCEDURE

- 8.1 Any dispute in relation to this Agreement, including the provision of the Host Services, shall be referred in writing to the Consortium Co-Ordinator for resolution in the first instance.
- 8.2 The identity and contact details of the Consortium Co-Ordinator are made available to Members and will be kept up to date on the EM LawShare Website and may be updated from time to time by written notice from the Board to the Members.
- 8.3 The referral shall set out:
- 8.3.1 the nature of the dispute;
 - 8.3.2 steps that have been taken to resolve the dispute; and
 - 8.3.3 the proposed future steps to be taken to resolve the dispute.
- 8.4 The Consortium Co-Ordinator shall use all reasonable endeavours to resolve any disputes arising out of this Agreement.
- 8.5 If the dispute is not resolved by the Consortium Co-Ordinator within thirty (30) Working Days, the dispute will be escalated to the Board.
- 8.6 The Members shall bear their own legal costs.

9. **SUB-CONTRACTING AND ASSIGNMENT**

No Member shall be entitled to assign, novate or otherwise dispose of any or all of its rights and obligations under this Agreement without the prior written consent of the Board unless such assignment, novation or transfer is to a statutory successor in which case no consent shall be required.

10. **FREEDOM OF INFORMATION**

10.1 The Members acknowledge that they are subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and co-operate with each other to enable each other to comply with these information disclosure requirements.

10.2 Where a Member receives a Request for Information in relation to information which it is holding on behalf of any other Member, it shall procure (and shall procure that its subcontractors shall):

10.2.1 transfer the Request for Information to that other Member as soon as practicable after receipt and in any event within three (3) Working Days of receiving a Request for Information;

10.2.2 provide the other Member with a copy of all information in its possession or power in the form that the other Member requires within five (5) Working Days (or such other period as the other Member may specify); and

10.2.3 provide all necessary assistance as reasonably requested by the other Member to enable the other Member to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA.

10.3 Each Member shall be responsible for determining whether Confidential Information and / or any other information is exempt from disclosure or is to be disclosed in response to a Request for Information. However, the Members acknowledge and agree that they shall consult each other and take into account the other Members' views in relation to any Request for Information of the other Members' Confidential Information prior to any disclosure. The Members acknowledge and agree that a Member may be obliged to disclose Information following consultation with the other Member(s) and having taken its/their views into account.

11. **DATA PROTECTION**

11.1 Each Member agrees that each shall be a Data Controller in relation to Personal Data exchanged under this Agreement. Each Member shall comply with its obligations as a Data Controller under the Data Protection Legislation. If any Member shares Personal Data with another Member or any Member Processes Personal Data on behalf of another Member, the relevant Members shall document this in a separate data sharing agreement / data processing agreement as required.

11.2 When a Member is transferring Personal Data to any other Member, the transferring Member shall ensure that any Personal Data that is transferred:

11.2.1 has been collected in accordance with the Data Protection Legislation; and

11.2.2 the fair processing notice given to the relevant Data Subject entitles the recipient Member to Process such Personal Data for the purposes set out in this Agreement.

11.3 In the event that the recipient Member determines that it is required to provide its own fair processing notice to Data Subjects, the transferring Member will provide accurate

and up to date contact details for the Data Subjects whose Personal Data has been transferred under this Agreement.

- 11.4 No Member shall Process Personal Data transferred under this Agreement for any purposes other than those set out in this Agreement or additional agreement entered into by the relevant Members.
- 11.5 No assurance is given by any Member regarding the lawfulness of the Processing of any data obtained pursuant to this Agreement by another Member.
- 11.6 Without limitation to Clause 11.1, each Member shall:
 - 11.6.1 implement and maintain appropriate technical and organisational measures to protect such Personal Data against unauthorised or unlawful Processing and against accidental loss or destruction of, or damage;
 - 11.6.2 ensure that employees who have access to Personal Data have undergone training in the Data Protection Legislation and in the care and handling of Personal Data;
 - 11.6.3 not disclose Personal Data to any third party in any circumstances except as required or permitted by this Agreement; and
 - 11.6.4 notify the Members promptly of any known breach of technical and organisational security measures where the breach has affected or could have affected Personal Data transferred under this Agreement.
- 11.7 In the event of a request relating to Personal Data transferred between Members under this Agreement from a Data Subject for the rectification or erasure of Personal Data or restriction of Processing, the relevant Member who has received the request shall determine whether such request is valid under the Data Protection Legislation. In the event that the Member which has received the request determines that the relevant Personal Data should be rectified or erased or that any Processing shall be restricted, it shall notify the other relevant Member promptly. The Member receiving the notification shall rectify or erase the Personal Data or restrict Processing (as applicable) promptly.
- 11.8 On receipt of any request or enquiry from a Regulator that relates to Personal Data transferred under this Agreement, the relevant Member shall provide all reasonable assistance as necessary, to allow the Member in receipt of the request to respond.
- 11.9 Each Member shall bear its own costs incurred in providing the assistance set out in Clauses 11.7 and 11.8.
- 11.10 Each Member (the “**Indemnifying Member**”) agrees to indemnify and keep indemnified any other Member (the “**Indemnified Member**”) against all claims and all liability, loss, costs and expenses incurred as a result of any claim made or brought by any individual or other legal person as a result of that Member’s unauthorised Processing, unlawful Processing, destruction of and/or damage to any Personal Data Processed by a Member, its employees or agents.

12. **CONFIDENTIALITY**

- 12.1 Each Member undertakes that it shall not at any time disclose to any person any Confidential Information of the other Members except as permitted by Clause 12.2.
- 12.2 Each Member may disclose any other Member’s Confidential Information:

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- 12.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the Member's obligations under this Agreement; or
 - 12.2.2 as may be required by law, court order or any governmental or regulatory authority. Each Member shall ensure that its personnel, representatives or advisers to whom it discloses the other Member's confidential information comply with this Clause 12.
- 12.3 No Member shall use any other Members' Confidential Information for any purpose other than to perform its obligations under this Agreement.

13. INTELLECTUAL PROPERTY

- 13.1 Nothing in this Agreement or any activity undertaken that is contemplated by this Agreement shall affect the ownership by any Member of any Pre-Existing IPR.
- 13.2 The Granting Member shall grant to the other Members a royalty free, non-exclusive licence to use its Pre-Existing IPR for as long as the Granting Member remains a party to this Agreement solely to the extent that this is necessary for the carrying out of the obligations in this Agreement and for the use of the Host Services by the other Members.
- 13.3 Any New IPR shall, unless otherwise agreed, belong to the Members jointly and each Member shall grant to the other Members the non-exclusive right to use such New IPR for the purposes of the delivery of the Host Services for the Term.
- 13.4 The Members:
 - 13.4.1 shall not enter into any licence or other contract exploiting or disposing of the New IPR without the agreement of the Board (and, post termination of this Agreement, with the consent of all the Members as at the date of termination of this Agreement); and
 - 13.4.2 shall share any receipts produced by such exploitation with the Members from time to time in equal proportions.

14. LEAVING MEMBERS

- 14.1 A Member may leave EM LawShare and withdraw from this Agreement by providing three (3) months' written notice to the Board or such other period as the Board may agree, acting reasonably.
- 14.2 The Board may serve written notice on a particular Member requiring them to either leave EM LawShare or suspending its use of the Framework Agreement in the following circumstances:
 - 14.2.1 the Member commits a material breach of this Agreement, which is not capable of remedy or, where capable of remedy, fails to remedy such breach within thirty (30) days of service of a written notice by the Board specifying the breach and requiring it to be remedied;
 - 14.2.2 the Member becomes Insolvent, or in the case of a local authority Member, is served a Section 114 notice under the Local Government Finance Act 1998 (or equivalent); or
 - 14.2.3 the Member is no longer an Eligible Authority.

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- 14.3 The provisions of Clause 7 (Liability and Indemnity), Clause 8 (Dispute Resolution Procedure), Clause 10 (Freedom of Information), Clause 11 (Data Protection) and Clause 12 (Confidentiality) and this Clause 14.3 (Leaving Members) shall continue to apply with respect to the leaving Member.
15. **TERMINATION**
- 15.1 This Agreement may be terminated at any time by mutual agreement of the Members in writing.
16. **CONSEQUENCES OF EXPIRY OR EARLIER TERMINATION**
- 16.1 If this Agreement is terminated in accordance with Clause 15 (Termination), the Host Member shall endeavour to terminate the Framework Agreement on, or as close as possible to, the Termination Date, in accordance with the terms of the Framework Agreement
- 16.2 Where the Framework Agreement is not capable of termination by the Host Member, the Host Member shall continue to hold the Framework Agreement (unless otherwise agreed by the Members) but the Members shall not be entitled to make any further call-offs from the Framework Agreement. Any Call-Off Contracts awarded prior to the Termination Date shall remain in force for their term.
- 16.3 The Board will require the Host Member to continue to deliver the Host Services during the Exit Period.
- 16.4 Upon expiry or earlier termination of this Agreement, EM LawShare's affairs shall be wound up unless the Members enter into a replacement agreement immediately. All debts shall be settled and all income collected by the Host Member on behalf of the Board. Any remaining balance will be distributed to, or deficit collected from, the Members by the Board in the Agreed Proportions immediately prior to the date of the winding up.
- 16.5 The provisions of Clause 7 (Liability and Indemnity), Clause 7.10 (Dispute Resolution Procedure), Clause 10 (Freedom of Information), Clause 11 (Data Protection), Clause 12 (Confidentiality) and this Clause 16 (Consequences of Expiry or Earlier Termination) shall survive termination or expiry of this Agreement.
17. **VARIATIONS**
- 17.1 The Board may unilaterally vary the provisions of its Terms of Reference and any operational or governance arrangements that it has put in place, for example Terms of Reference for Groups, Delegation of Functions and/or any Governance Documents. The Board shall publish any updated Governance Documents on the EMLS Website.
- 17.2 Any other variations to this Agreement must be agreed in writing by each Member.
18. **FORCE MAJEURE**
- 18.1 No Member shall be in breach of this Agreement or liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from an event of Force Majeure provided that:
- 18.1.1 it promptly notifies the Board in writing of the nature and extent of the Force Majeure causing its failure or delay in performance; and
- 18.1.2 it has used all reasonable endeavours to mitigate the effect of the event of Force Majeure to carry out its obligations under this Agreement in any way
-

that is reasonably practicable and to resume the performance of its obligations as reasonably possible,

and in such circumstances the affected Member(s) shall be entitled to a reasonable extension of the time for performing such obligations.

- 18.2 The Members shall endeavour to agree any modifications to this Agreement which may be equitable having regard to the nature of the event of Force Majeure for the period of the event of Force Majeure. Where the Members fail to agree any such modifications, the Members shall refer the issues for determination to the Dispute Resolution Procedure.

19. GENERAL

- 19.1 Each Member warrants to the others that it has all necessary power and authorisation to enter into and be bound by the terms of this Agreement.
- 19.2 The failure or delay by any Member to enforce any one or more of the provisions of this Agreement shall not operate as a waiver of them, or of the right at any time subsequently to enforce all provisions of this Agreement. Any waiver of any breach of this Agreement shall be in writing.
- 19.3 If any of the provisions of this Agreement are judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of them will not be prejudiced.
- 19.4 Nothing in this Agreement shall be construed as constituting a partnership between the Members or as constituting any Member as the agent of the other for any purpose whatsoever except as specified by the terms of this Agreement.
- 19.5 No term of this Agreement is intended to confer a benefit on, or to be enforceable by, any person who is not a party to this Agreement.
- 19.6 This Agreement, the Schedules and the documents annexed to it or otherwise referred to in it contain the whole agreement between the Members relating to the subject matter of the Agreement and supersede all prior agreements, arrangements and understandings between the Members relating to that subject matter.
- 19.7 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each Member has executed at least one counterpart.
- 19.8 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.

20. NOTICES

- 20.1 Subject to Clause 20.3, any notice or other communication given to a Party under or in connection with this Agreement shall be in writing (including e-mail) and shall be:
- 20.1.1 delivered by hand or by pre-paid first-class post or other next Working Day delivery service at its principal place of business; or
- 20.1.2 sent by email to the addresses provided by each of the Members.
- 20.2 Any notice or communication shall be deemed to have been received:
- 20.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

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- 20.2.2 if sent by pre-paid first-class post or other next Working Day delivery service, at 9.00 am on the second Working Day after posting or at the time recorded by the delivery service; and
- 20.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this Clause 20.2, business hours means 9.00am to 5.00pm on a Working Day.
- 20.3 This Clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

21. GOVERNING LAW AND JURISDICTION

- 21.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.
- 21.2 The Members irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter.

This Agreement has been entered into on the date stated at the beginning of it.

Signed for and on behalf of)
WEST NORTHAMPTONSHIRE) S Timmiss
COUNCIL)
Authorized Signatory
Name: Stuart Timmiss
Position Executive Director Place, Economy and Environment

Signed for and on behalf of)
WEST MIDLANDS COMBINED) Helen Edwards
AUTHORITY)
Authorized Signatory
Name: Helen Edwards
Position Chief Legal & Governance Officer

Signed for and on behalf of)
NOTTINGHAMSHIRE COUNTY) C M
COUNCIL)
Authorized Signatory
Name: Charles Mason
Position Senior Solicitor

Signed for and on behalf of	)		
LEICESTER CITY COUNCIL	)	M. Begum	Seema Patel
	)		
COUNCIL	)	Authorised Signatory	
		Name: Mannah Begum	Seema Patel
		Position Principal Solicitor	Principal Solicitor
			
Signed for and on behalf of	)		
LEEDS CITY COUNCIL	)	K. E. Shillitto	
	)		
	)	Authorised Signatory	
		Name: Kevin E. Shillitto	
		Position Head of Legal Services	
			
KES			Helen Edwards
LJH		Signed for and on behalf of	)
		HIGH PEAK BOROUGH	)
			
		COUNCIL and STAFFORDSHIRE	
CM		MOORLANDS DISTRICT COUNCIL	
	)	Authorised Signatory	M. Begum
		Name:	
		Position	SP
Signed for and on behalf of	)		
BLABY DISTRICT COUNCIL	)	L H	
	)		
	)	Authorised Signatory	
		Name: Louise Horton	
		Position Executive Director	
			

SCHEDULE 1

The Host Services

1. The Host Member's Obligations

- 1.1 The Host Member shall ensure that sufficient resources including equipment, premises and personnel are allocated to ensure that the Host Services are provided:
 - 1.1.1 with reasonable skill, care and diligence and, where applicable, in accordance with the requirements of the Procurement Legislation; and
 - 1.1.2 in accordance with all other applicable legislation, national guidance and Good Industry Practice.
- 1.2 The Host Member will co-operate with the Board and the Membership in good faith and will take all reasonable action as is necessary for the efficient transmission of information and instructions to enable the Members to derive the full benefit of the Agreement.
- 1.3 The Host Member shall, at the direction of the Board:
 - 1.3.1 act as agent for each of the Members, including entering the Framework Agreement and other arrangements necessary for the functioning and operation of EM LawShare;
 - 1.3.2 be the legal holder of all property purchased for and on behalf of EM LawShare; and
 - 1.3.3 employ or engage such staff as is necessary to deliver the Host Services.

2. The Host Services

Part A: Procurement Services

- 2.1 From the Commencement Date, the Host Member will deliver, on behalf of the Board and the Members, end-to-end public procurement services which shall include the provision of strategic advice, documentation drafting, process management, and publication of notices as more specifically described in paragraphs 2.22.3 and 2.3 below.
- 2.2 The Host Member shall:
 - Pre-procurement*
 - 2.2.1 Support in defining EM LawShare's procurement objectives and outcomes;
 - 2.2.2 Advise the Board on the procurement strategy and route to market;
 - Procurement planning*
 - 2.2.3 Develop procurement timelines and internal milestones/project plans;
 - 2.2.4 Identify any risks and mitigation strategies;
 - 2.2.5 Advise on any lotting structures as appropriate;
 - Documentation preparation*

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- 2.2.6 Prepare first drafts of the Conditions of Participation and Invitation to Tender (including evaluation criteria, scoring matrices and assessment methodologies);
 - 2.2.7 Prepare first drafts of the Framework Agreement and Call-Off Contract terms and conditions;
 - 2.2.8 Obtain a draft specification of requirements from the Consortium Co-Ordinator for Board review;

and seek instructions from the Board to finalise these documents.

Procurement process management

- 2.2.9 Manage internal and external conflicts of interest processes;
- 2.2.10 Publish notices and tender documentation (or links to them) on the Central Digital Platform and make documentation available to tenderers, etc;
- 2.2.11 Manage clarifications and bidder queries;
- 2.2.12 Issue any updates and amendments to tender documentation;
- 2.2.13 Ensure compliance with deadlines and procedural requirements;
- 2.2.14 Co-ordinate bidder communications;
- 2.2.15 Facilitate evaluation panel meetings;
- 2.2.16 Provide moderation and scoring support;
- 2.2.17 Document evaluation outcomes and rationale;

Post-procurement activities

- 2.2.18 Draft and upload assessment summaries to the Central Digital Platform;
- 2.2.19 Manage the standstill period and respond to bidder queries;
- 2.2.20 Finalise and execute the Framework Agreement;
- 2.2.21 Publish any required notices during the life of the Framework Agreement;

Ad-hoc services

- 2.2.22 Provide ad-hoc advice to the Board on the Procurement Legislation and best practice;
- 2.2.23 Ensure the procurement audit trail is complete and compliant; and
- 2.2.24 Provide regular updates to the Board.

- 2.3 The Host Member shall deliver the Procurement Services under the oversight and direction of the Board generally and subject specifically to the Board's approval in relation to:

- 2.3.1 the general procurement strategy, objectives and outcomes referred to in paragraphs 2.2.1 and 2.2.2;

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- 2.3.2 the risk mitigation strategies required in response to any risks identified in accordance with paragraph 2.2.4;
 - 2.3.3 finalisation of the draft documents referred to in paragraphs 2.2.7 to 2.2.8; and,
 - 2.3.4 any key issues which the Board may raise or the Host Member may bring to the Board's attention arising in the carrying out of the processes, activities and ad hoc services referred to in paragraphs 2.2.9 to 2.2.24.
- 2.4 The Board may provide its direction and approval in relation to the matters in paragraph 2.3 either directly itself or through such delegation of authority, as the Board may notify, to the Host Member, a Group or the Consortium Co-Ordinator.

Part B: Consortium Co-Ordinator Services

- 2.5 The Host may engage a Consortium Co-Ordinator from time-to-time to generally co-ordinate EM LawShare's work under the direction of the Board and to assist with the Host's discharge of the Host Services.
- 2.6 The Members acknowledge that the Outgoing Host has, on behalf of the Board and Members, contracted for, hosted and overseen the provision of services to the Board by a Consortium Co-Ordinator and will continue to do so up to the Transfer Date.
- 2.7 With effect from the Transfer Date, the Host Member will, acting on behalf of the Board and Members, take over from the Outgoing Host in contracting for, hosting and overseeing the provision of services to the Board by a Consortium Co-Ordinator and will continue doing so for the remainder of the Term of this Agreement.
- 2.8 The Transfer Date shall be 1 April 2026 or such other date as may be agreed by the Outgoing Host and the Host Member.

3. Management Fee and Operating Costs

- 3.1 Service Providers shall be charged a Management Fee each time they are awarded a Call-Off Contract under the Framework Agreement. The Management Fee will be collected by the Host Member on behalf of the Board and held or disbursed at the direction of the Board.
- 3.2 The Host Member shall be entitled to recoup from the Board the operating costs of delivering the Host Services on a cost recovery basis to such extent as may be agreed from time to time between the Host Member and the Board and the Host Member shall, at the direction of the Board, make such disbursements from the Management Fees collected and any other funds that may be held by the Host Member on behalf of the Board and the Members to cover such other operating costs required for the functioning of EM LawShare as may be approved by the Board from time to time.

SCHEDULE 2

Framework Access Agreement

1. Background

- 1.1 Each Member hereby authorises the Board to procure and thereafter manage the Framework Agreement on its behalf.
- 1.2 The Board requires that any Member who wishes to procure the Legal Services and/or access the Added Value Services through the Framework Agreement agrees to the terms of this Framework Access Agreement to regulate the use and operation of the Framework Agreement.

2. Warranties and Acknowledgments

- 2.1 Each Member warrants to the Board that it is an Eligible Authority.
- 2.2 Each Member acknowledges that neither the Board nor the Host Member:
 - 2.2.1 gives any warranty, undertaking or guarantee in respect of the ability of the Member to use the Framework Agreement;
 - 2.2.2 gives any warranty, undertaking, or guarantee in relation to the performance of Service Providers;
 - 2.2.3 gives any warranty, undertaking, or guarantee in respect of the information provided on the EMLS Website, or in relation to the suitability, validity, compliance with laws or regulations or otherwise of the Framework Agreement; and
- 2.3 Each Member agrees:
 - 2.3.1 that it shall be the principal contracting authority under any Call-Off Contract;
 - 2.3.2 to comply with the terms of the Framework Agreement and any guidance or instructions issued by the Host Member (from time to time) in the use and operation of the Framework Agreement; and
 - 2.3.3 that the Board reserves the right to determine or change any panel appointments within the limits allowed under the terms of the Framework Agreement and to suspend the use of the Framework Agreement on written notice.

3. Legal Services

- 3.1 Each Member shall be entitled (but is not required to) at any time during the term of the Framework Agreement to order Legal Services from any Service Provider in accordance with the procedures for issuing instructions under the Framework Agreement. The Framework Agreement can be accessed on the EMLS Website and guidance for Members in relation to the ordering procedure can be found on the EMLS Website.
- 3.2 Instructions to Service Providers shall only be given by Legal Officer(s). The Member shall notify the Consortium Co-Ordinator who their appointed Legal Officer(s) are within two (2) weeks of the date of this Agreement and shall promptly notify the Consortium Co-Ordinator during the course of the Framework Agreement if the appointed Legal Officer(s) change. Details of the appointed Legal Officer(s) shall be given to the Service Providers by the Consortium Co-Ordinator.

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- 3.3 The payments due and payable to a Service Provider by a Member for the provision of any Legal Services under a Call-Off Contract shall be as calculated in accordance with the provisions of the Framework Agreement or the relevant Call-Off Contract (as the case may be).
 - 3.4 Each Member shall be solely responsible for all payments due to the Service Providers for Legal Services (if/where payable).

4. Provision of Information

- 4.1 The Member consents to its Service Providers sharing with the Consortium Co-Ordinator information regarding the total amount of invoices they have issued to the Member during that Contract Year in relation to each of the 10 Work Areas (both terms as defined in the Framework Agreement).
- 4.2 The Member may be sent by the Service Provider a Feedback Assessment Form (as defined in the Framework Agreement) for completed Call-Off Contracts. The Member agrees that the Service Provider may share any completed Feedback Assessment Forms with the Consortium Co-Ordinator.
- 4.3 The Member must obtain for itself at its own expense all information necessary for the entry into Call-Off Contracts and utilisation of the Framework Agreement. Information supplied to the Member by the Host Member or Consortium Co-Ordinator or contained in any of the Host Member's/Consortium Co-Ordinator's publications is for general guidance only. The Member must satisfy itself by its own investigations as to the accuracy of any such information.
- 4.4 The Member shall assist the Host Member with monitoring the overall value of Call-Off Contracts made under the Framework Agreement by providing the following information within twenty-eight (28) days of receiving a written request from the Host Member:
 - 4.4.1 estimated annual expenditure under the Framework Agreement;
 - 4.4.2 any significant changes to estimated expenditure under the Framework Agreement; and
 - 4.4.3 any other information about the Member's use of the Framework Agreement and relevant to the management of it that may reasonably be requested.

SCHEDULE 3

Board Terms of Reference

1. Purpose of the Board

- 1.1 The primary purpose of the Board is to procure and manage the Framework Agreement on behalf of the Membership and to oversee the provision of Added Value Services by the Service Providers to the Members.

2. Role of the Board

- 2.1 Specifically, the Board will:
- 2.1.1 instruct the Host Member to provide the Host Services and oversee the provision of the Host Services;
 - 2.1.2 make decisions about the procurement of the Framework Agreement and ongoing contract management decisions;
 - 2.1.3 consider feedback from Members as a means of monitoring the quality of the Host Services, including addressing any complaints received by EM LawShare;
 - 2.1.4 direct the Host Member to collect and hold the Management Fee on trust for EM LawShare and approve any expenditure. The Membership have agreed that the Management Fee is to be used for such purposes relating to EM LawShare and/or the operation of the Framework as the Board may determine including for example to pay the Host Member for the provision of the Host Services; to reimburse Members for any additional costs associated with purchasing and maintaining appropriate insurance on behalf of Board Members in accordance with Clause 7.7; and to secure and oversee the provision of training sessions/Added Value Services for Members;
 - 2.1.5 approve the admission to, or the removal from, EM LawShare of any Member where appropriate in accordance with this Agreement;
 - 2.1.6 consider and aim to resolve any dispute between Members, and, if not resolved, refer the matter to the Chief Executives of the Members;
 - 2.1.7 manage the risks associated with EM LawShare, including through regular review of a risk register and associated risk management arrangements, ensuring that these are consistent with the risk management arrangements (in respect of EM LawShare) in place within the Host Member; and
 - 2.1.8 in addition to the reporting at the AGM as described in paragraph 8, keep Members updated on key developments from time to time, as appropriate including via the EMLS Website, by email or other communications or by organising extraordinary general meetings of the wider EMLS membership where warranted.

3. Matters reserved to the Members

- 3.1 N/A

4. Board Membership

- 4.1 The Board shall consist of a maximum of twelve (12) members.

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- 4.2 A Board Member may send a substitute from their employing organisation if they are unable to attend on an ad hoc basis to represent the views of the permanent Board Member. The replacement person must be of sufficient seniority and be briefed by the substantive Board Member so that they have the knowledge to be able to contribute effectively and not just to be a watching brief. This arrangement is not intended to cover long-term absence such as maternity leave, paternity leave or sick leave. In such a situation the Board may be prepared to discuss long-term temporary cover by a colleague of the permanent Board Member or such other substitute as they deem appropriate and may wish to interview the temporary replacement before agreeing the appointment.
- 4.3 A Board Member may resign from his/her position at any time by giving at least 30 days' notice in writing to the Chair of the Board copied to the Consortium Co-ordinator.
- 4.4 Where a vacancy arises, the post will be advertised amongst Members, and the Board will choose the replacement from the applicants. Applicants must be employed by a Member. If no-one applies, the Board will decide whether to leave the post vacant or whether to ask a specific Member to appoint an applicant to join the Board.

5. Role of Board Members

- 5.1 Each Board Member will:
- 5.1.1 Attend Board meetings or arrange for an appropriate substitute from their employing organisation to attend instead;
 - 5.1.2 Actively participate in Board meetings through discussion and review of minutes, papers and other documents;
 - 5.1.3 Use their specialist expertise to provide guidance to the Board; and
 - 5.1.4 Provide clarity of purpose and strategic direction to ensure that EM LawShare can fulfil its purpose for the benefit of the Members.

6. Frequency and organisation of meetings

- 6.1 The EM LawShare Board shall meet at least once per Quarter. One meeting will be with Service Providers if the Board considers it necessary or appropriate.
- 6.2 Meetings are organised by the Consortium Co-Ordinator with an agenda circulated in advance along with any relevant papers.
- 6.3 The Board's quorum for meetings, depending on the number of members the Board consists of at any time, will be as follows:

Number on the Board	Quorum
12	6
11	6
10	5
9	5
8	4
7	4
6	4
5	4
4	4

Meetings may be held where a quorum is not met, but no decisions shall be made.

-
- 6.4 Board Members shall declare direct, indirect or perceived or non-pecuniary interests in any matter coming before the Board and the Chair shall consider whether such interest requires the member to withdraw from the meeting for that item of business, or whether the Board Member may remain in the meeting but must not participate in any decisions taken.
 - 6.5 Business may be transacted through a teleconference or videoconference provided that all Board Members present are able to hear all other Board Members and provided that an agenda has been issued in advance.
 - 6.6 Board Members should use their reasonable endeavours to ensure that any decisions are by consensus. Dissenting views should be recorded. Decisions will be made by simple majority voting. Decisions may also be taken by written resolution where required outside of the quarterly meeting schedule.
 - 6.7 Minutes and actions are recorded by the Consortium Co-Ordinator, circulated for ratification after the meeting, and archived for a period of six (6) years.

7. Exceptional or urgent meetings/decisions

- 7.1 Where it is necessary in light of urgent circumstances, additional meetings may be called by the Board (i) exceptionally at short notice for any items which needs urgent consideration; or (ii) on reasonable notice (not less than 7 Working Days' notice) for all other items.
- 7.2 In addition, where the Chair and Consortium Co-Ordinator consider that there are matters of genuine urgency to be addressed, and it is in the best interests of EM LawShare not to wait until the next regular Board meeting, they may determine the matter together and shall report the exercise of this right to the Board.

8. Annual General Meeting

- 8.1 The Board will report to the wider membership of EM LawShare on an annual basis at the AGM.
- 8.2 Reports from Groups will also be collated once per year at the AGM.

9. Review

- 9.1 These Terms of Reference should be reviewed annually. However, the Board may make changes to these Terms of Reference at any time by simple majority.

SCHEDULE 4
Agreement of Adherence

Dated.....

(1) **[INSERT FULL LEGAL NAME OF ADHERING MEMBER]**

- and -

(2) **Existing Members**

AGREEMENT OF ADHERENCE TO THE
EM LAWSHARE CONSORTIUM AGREEMENT

THIS AGREEMENT OF ADHERENCE is made on **[INSERT DATE OF FINAL SIGNATURE]**

PARTIES

- (1) **[INSERT FULL LEGAL NAME OF ADHERING MEMBER]** of **[INSERT REGISTERED OFFICE ADDRESS]** ("Adhering Member"); and
- (2) **West Northamptonshire Council** of One Angel Square, Angel Street, Northampton NN1 1ED as the legal host of the EM LawShare Consortium on behalf of the Existing Members (as defined below).

RECITALS:

- A This agreement is supplemental to, and is entered into in accordance with, the EM LawShare Consortium Agreement.
- B The Adhering Member wishes to be admitted as a Member.

THE PARTIES AGREE:

1. Definitions and interpretation

- 1.1 The definitions and rules of interpretation in the EM LawShare Consortium Agreement shall apply in this agreement except where expressly stated to the contrary and the following expressions shall have the following meanings:

Consortium	EM LawShare;
EM LawShare Consortium Agreement	the agreement relating to the Consortium dated [INSERT DATE] , and made between the Existing Members, as amended from time to time;
Existing Members	means the existing members of the Consortium prior to the Adhering Member entering into this agreement;
Joining Date	the date of this agreement; and
Member	a member of the Consortium.

2. Admission of Adhering Member

- 2.1 In consideration of £1 paid by the Adhering Member to the Existing Members, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:
- 2.1.1 the Adhering Member shall become a Member as from the Joining Date;
 - 2.1.2 the Adhering Member hereby covenants with each Existing Member to observe, perform and be bound by all of the terms of the EM LawShare Consortium Agreement which are capable of applying to the Adhering Member and which have not been performed at the date hereof; and
 - 2.1.3 the Adhering Member hereby provides retrospective consent to the Host Member's procurement of the Framework Agreement and agrees to the terms of the Framework Access Agreement as though it were party to the original EM LawShare Consortium Agreement .

3. General

- 3.1 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.
- 3.2 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 3.3 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.
- 3.4 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

Signed for and on behalf of)
WEST NORTHAMPTONSHIRE)
COUNCIL) Authorised Signatory
Name:
Position
Signed for and on behalf of)
[ADHERING MEMBER]) Authorised Signatory
Name:
Position