

26 MAY 2023

PROPOSED MEMORANDUM OF UNDERSTANDING WITH THE WELSH GOVERNMENT FOR THE HOSTING OF THE SINGLE UNIFIED SAFEGUARDING REVIEW (SUSR) COORDINATION HUB

Purpose

1. To seek members approval of a Memorandum of Understanding between the WLGA, Welsh Government and the Wales Safer Communities Network (hosted by the WLGA) which sets out expectations and responsibilities in relation to the Network hosting a Coordination Hub as part of the Single Unified Safeguarding Review arrangements.

Background

2. The proposal and business case for the Wales Safer Communities Network to host the Single Unified Safeguarding Review (SUSR) Coordination Hub was previously approved by the WLGA Management Sub-Committee at their meeting held on 25 February 2022, with the final version of the MoU to be brought to the Executive Board.
3. As background, there are three strands of the SUSR project:
 - **Training development** - which has been commissioned and the work begun by the Mid and West Wales Safeguarding Board;
 - **The Wales Safeguarding Repository (WSR)** - which has been commissioned with Cardiff University through the Dyfed Powys Office of the Police and Crime Commissioner (although eventually it is anticipated that once the development side has been finalised this will move across to Welsh Government); and
 - **The Coordination Hub** - which will have a key function in the delivery of the SUSR including the monitoring of progress against recommendations from reviews; maintaining a list of recommended chairs and reviewers who are trained to carry out SUSRs; and dissemination of thematic learning from completed Reviews.
4. The provision of the Coordination Hub by the Network will be funded through a Welsh Government grant. In terms of the team to provide the Coordination Hub, in addition to the previously reported two members of staff, we are currently consulting on the transfer of the SUSR Policy Officer to join the Hub team (along with the funding for this post) and this will add resilience and additional capacity to achieve its role and purpose.

Draft Memorandum of Understanding

5. In addition to the usual grant conditions for the provision of a service, Welsh Government were advised by their lawyers that the development of a Memorandum of Understanding between the parties involved could provide further detail and clarity about roles, responsibilities and obligations on all partners in the provision and operation of the Coordination Hub, additional information that is not contained within a Grant Agreement Letter.

6. The draft MoU is attached at Appendix 1, for members' consideration. The different appendices referred to in the MoU, which provide additional detail on the structure, role and Terms of Reference for the Coordination Hub and governance arrangements of related groups have not been included with these papers but are available for review should members wish to see them.
7. It is proposed that the MoU is formally between the Welsh Government and WLGA (as the host organisation), with the Network's involvement. The MoU has been drafted by Welsh Government lawyers, with the detail negotiated between officers and the WLGA and Network officers also sought its own legal advice to ensure its interests were protected and no unfair burdens were contained and a few small amendments were proposed and agreed following this advice.
8. The MoU covers issues such as principles of collaboration; responsibilities of the parties; project governance, funding, data protection and dispute settlement and escalation. Some of the key elements within the MoU include:
 - Should the Wales Safer Communities Network become unsustainable or unable to host the SUSR Coordination Hub, this role would be taken on by the WLGA (for the duration of the grant agreement and Policing in Wales have also offered their support should this be necessary)
 - Funding for the SUSR Coordination Hub will come from Welsh Government in the form of a Grant Agreement Letter, with verbal confirmation of this funding being available for an initial three years.
 - WLGA/Network will provide the Business Support Officer role through recruitment, the Welsh Government will fulfil the appointment of the other role specified in the MoU via Secondment.
 - The SUSR Coordination Hub delivery plan will be developed and agreed within three months of the MoU.
 - The MoU will be reviewed within two years of all signatories completed.

Recommendations

9. Members are recommended to:

- 9.1 Note and comment on the contents of this report and the draft Memorandum of Understanding attached at Annex 1;**
- 9.2 Agree to the Chief Executive signing the MoU on behalf of the WLGA.**

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Annex 1

DATED

May 2023

**(1) WALES SAFER COMMUNITIES NETWORK
(2) WELSH LOCAL GOVERNMENT ASSOCIATION
and
(3) WELSH GOVERNMENT**

MEMORANDUM OF UNDERSTANDING

**ALL WALES SINGLE UNIFIED SAFEGUARDING REVIEW – CO-ORDINATION
HUB**

DATE: 19 MAY 2023

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THIS MEMORANDUM OF UNDERSTANDING IS MADE ON

19 May 2023

BETWEEN:

- (1) **Wales Safer Communities Network**, care of Welsh Local Government Association, of One Canal Parade, Dumballs Road, Cardiff, CF10 5BF (**WSCN**);
- (2) **Welsh Local Government Association** of One Canal Parade, Dumballs Road, Cardiff, CF10 5BF (**WLGA**); and
- (3) **The Welsh Ministers** of Cathays Park, Cardiff CF10 3NQ (**Welsh Government – (WG)**).

1. Definitions

1.1 In this Memorandum of Understanding (**MoU**), the following terms have the following meanings:

- **Confidential Information** means: all confidential information (however recorded or preserved) disclosed by a party or its employees, officers, representatives, contractors, subcontractors or advisers to another party and/or that other party's employees, officers, representatives, contractors, subcontractors and advisers from time to time in connection with the SUSR Co-ordination Hub or the SUSR processes, including but not limited to any information that would be regarded as confidential by a reasonable business person relating to the disclosing party's business, affairs or functions, or any of its employees, officers, representatives, contractors, subcontractors or advisers;
- **Data Protection Legislation** means: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR (having the meaning given to it in section 3(10) of the Data Protection Act 2018); the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426); as amended and any applicable guidance and codes of practice issued by the Information Commissioner from time to time;
- **Financial Year** means: a period beginning on 1 April in one year and ending on 31 March in the following year;
- **Intellectual Property Rights** means: 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, 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, or 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 in the future in any part of the world;
- **SUSR**: the Single Unified Safeguarding Review and its aims and objectives, details of which are set out at Annex A; and
- **WSR** means: the database for storing information relating to safeguarding practice reviews, to be known as the Wales Safeguarding Repository.

2. Co-operation on SUSR Co-ordination Hub

2.1 WSCN, WLGA and WG have agreed to work together to establish and operate a SUSR co-ordination hub (the **SUSR Co-ordination Hub**) to facilitate delivery of the SUSR which involves the development of a unified process for safeguarding practice reviews in Wales.

2.2 The parties wish to record the basis on which they will collaborate with each other to form and operate the SUSR Co-ordination Hub. This MoU sets out:

- the key objectives of the MoU;
- the principles of collaboration;

- the governance structures the parties will put in place for the SUSR Co-ordination Hub; and
- the parties' respective roles and responsibilities in relation to the SUSR Co-ordination Hub.

2.3 The parties acknowledge that the arrangements provided for in this MoU establish and implement between them a co-operation with the aim of ensuring that public services they have to perform are provided with a view to achieving objectives they have in common, and that the co-operation is governed solely by considerations relating to the public interest. As such, this MoU falls outside the scope of Part 2 of the Public Contracts Regulations 2015 by virtue of Regulation 12(7) of those Regulations.

2.4 The parties acknowledge that delivery of the MoU and delivery by WSCN and WLGA of their respective obligations in relation to the SUSR Co-ordination Hub is contingent upon the provision of sufficient funding from the Welsh Government.

3.1 Key objectives for the SUSR

3.2 The parties will carry out their activities in relation to the SUSR Co-ordination Hub with a view to ensuring that the key objectives set out at Annex A to this MoU (the Key Objectives) are met.

3. Principles of collaboration

4.1 The parties agree to adopt the following principles when carrying out their activities in relation to the SUSR Co-ordination Hub (the **Principles**):

- 4.1.1. The parties will collaborate and co-operate, and will establish and adhere to the governance structure set out in this MoU, to ensure that the activities they carry out in connection with the MoU are performed in a way which promotes achievement of the Key Objectives and, where practicable, delivers progress against applicable Welsh Government policy goals and objectives, including those set under the Well-being of Future Generations (Wales) Act 2015;
- 4.1.2. The parties will be accountable as set out in the flowchart at Annex B of this MoU and, furthermore, will account to each other for the performance of their respective roles and responsibilities set out in this MoU;
- 4.1.3. The parties will be open and will communicate with each other openly about any major concerns, issues or opportunities relating to the MoU;
- 4.1.4. The parties will share information, experience and skills to learn from each other and develop effective working practices with a view to working collaboratively to identify solutions, eliminating duplication of effort, mitigating risk and reducing cost;
- 4.1.5. The parties will adhere to all applicable statutory requirements and best practice and comply with all applicable laws and standards including the public procurement rules, the freedom of information legislation and the data protection legislation;
- 4.1.6. The parties will perform their activities in relation to the MoU in a timely manner and respond accordingly to requests for support;
- 4.1.7. The parties will ensure that they authorise and deploy sufficient and appropriately qualified resources to fulfil their respective responsibilities set out

in this MoU, on the understanding that the activities required will be funded in accordance with clause 8 below; and

- 4.1.8. The parties will act in good faith to support achievement of the Key Objectives and compliance with these Principles.

5. Responsibilities of the parties

- 5.1 In addition to its responsibilities set out elsewhere in this MoU, the responsibilities of WSCN in relation to the SUSR Co-ordination Hub include the following:

- 5.1. to provide the following staff to assist with the activities of the SUSR Co-ordination Hub: management overview/support as identified in the structure diagram attached;
- 5.2. to ensure the SUSR Co-ordination Hub delivers the agreed functions within the proposed Delivery Plan;
- 5.3. to act as a representative for the Community Safety Partnerships in Wales in relation to the activities and remit of the SUSR Co-ordination Hub;
- 5.4. to provide the day-to-day management of the SUSR Co-ordination Hub, its staff and its operational activities;
- 5.5. to produce reports for the SUSR Operational/Management Board.

- 5.2 In addition to its responsibilities set out elsewhere in this MoU, the responsibilities of WLGA in relation to the SUSR Co-ordination Hub include the following:

- 5.2.1. to provide the following staff to assist with the activities of the SUSR: Business Support Officer FTE;
- 5.2.2. to ensure stakeholder engagement is at the heart of the SUSR; and
- 5.2.3. to present reports as required to the SUSR Operational/Management Board and the SUSR Strategy Group.

- 5.3 In addition to its responsibilities set out elsewhere in this MoU, the responsibilities of WG in relation to the SUSR Co-ordination Hub include the following:

- 5.3.1 to provide the following staff to assist with the activities of the SUSR Co-ordination Hub: Co-ordination Hub Programme Co-ordinator FTE;
- 5.3.2. to review the SUSR Co-ordination Hub activities against the key objectives in the Delivery Plan and in line with the funding requirements; and
- 5.3.3. to provide key reports to both the SUSR Strategy Group and the SUSR Ministerial Board.

- 5.4 Business need and demand may lead to one or more of the partners needing to change the purpose and roles of staff or to increase the number of posts involved to deliver the delivery plan. Any decisions will be completed through discussion and agreement of all parties to this MoU.

6. SUSR governance

- 6.1. The flowchart set out at Annex B sets out the structure for the governance of the SUSR Co-ordination Hub.
- 6.2 The SUSR Co-ordination Hub will be responsible for the day-to-day delivery of the MoU. Details of its composition and terms of reference, including its objectives and roles and responsibilities, are set out in Annex C. The SUSR Co-ordination Hub will report to the SUSR Operational/Management Board and provide assurance to the SUSR Operational/Management Board that the Key Objectives are being met and performance is within the boundaries set by the SUSR Strategy Group and the SUSR Ministerial Board.
- 6.3 The SUSR Operational/Management Board will provide leadership, oversight and direction for the operation of the SUSR Co-ordination Hub and the WSR at a project and workstream level. Details of its composition and terms of reference, including its objectives and roles and responsibilities, are set out in Annex D. The SUSR Operational/Management Board will report to the SUSR Strategy Group and provide assurance to the SUSR Strategy Group that the Key Objectives are being met and performance is within the boundaries set by the SUSR Ministerial Board.
- 6.4 The SUSR Strategy Group will provide leadership, oversight and direction for the SUSR Co-ordination Hub and the WSR at a strategic level. Details of its composition and terms of reference are set out in Annex E. The SUSR Strategy Group will report to the SUSR Ministerial Board and provide assurance to the SUSR Ministerial Board that the Key Objectives are being met and performance is within the boundaries set by the SUSR Ministerial Board.
- 6.5 The SUSR Ministerial Board will provide overall strategic oversight and policy direction for the SUSR. Details of its composition and terms of reference are set out in Annex F.

7. Reporting

- 7.1 This clause 7 sets out the reporting requirements in relation to the SUSR Coordination Hub and these requirements are subject to any additional or differing requirements in relation to reporting which the parties may agree as part of the preparation and review of the Delivery Plan in accordance with clause 9.
- 7.2 The SUSR Co-ordination Hub will deliver a bi-monthly (alternate months) report to the SUSR Operational/Management Board in advance of that Board's bi-monthly meetings, and the report will cover the following matters:
 - 7.2.1. details on number of reviews undertaken and completed;
 - 7.2.2. key learning identified to date from reviews undertaken;
 - 7.2.3. thematic learning events/training;
 - 7.2.4. Home Office updates;
 - 7.2.5. potential policy or operational issues (including funding); and
 - 7.2.6. emerging good practice.
- 7.3 The SUSR Operational/Management Board will deliver a report every three months to the SUSR Strategy Group in advance of that Group's quarterly meetings, and the report will cover the following matters:

- 7.3.1. overview on number of reviews concluded and key recommendations;
 - 7.3.2. potential policy or operational issues (including funding);
 - 7.3.3. learning and training events;
 - 7.3.4. key Home Office updates; and
 - 7.3.5. risk and exception reporting.
- 7.4 The SUSR Strategy Group will deliver a report every six months to the SUSR Ministerial Board in advance of that Board's six-monthly meetings, and the report will cover the following matters:
- 7.4.1. key issues emerging from reviews and potential changes Welsh Government may have to make in terms of statutory responsibilities linked to legislation, guidance, policy or resource allocations as a result of action plans or recommendations emerging from SUSRs;
 - 7.4.2. Home Office updates;
 - 7.4.3. emerging best practice and how the learning is being spread across Wales; and
 - 7.4.4. issues from Regions within Wales that require a pan-Wales/UK response.
- 7.5 As well as the regular reporting structure provided for in this clause 7, the SUSR Ministerial Board, SUSR Strategy Group and SUSR Operational/Management Board may request further information or reports at any time where necessary for the purpose of monitoring delivery of the Key Objectives and the Delivery Plan and compliance with the Principles or in connection with any planned change. If a reasonable request is made, the SUSR Co-ordination Hub or whichever other governance group the request is directed to will deliver that report or further information as soon as reasonably practicable.

8. Funding

- 8.1 By November in each Financial Year, the SUSR Co-ordination Hub will prepare and submit to WG a budget request for the following Financial Year with a breakdown of its constituent elements and a forecast budget requirement in relation to each element over a three-year period (the **Budget Request**). It is entirely a matter for the WG's discretion how much funding it provides during each Financial Year.
- 8.2 The SUSR Co-ordination Hub will manage the funding received from WG and apply it in accordance with the Budget Request for the Financial Year in question. Any significant deviation from the Budget Request requires the prior written consent of WG.
- 8.3 The parties acknowledge that WSCN and WLGA are reliant on funding from the Welsh Ministers for delivery of the MoU and that the funding received from the Welsh Ministers will need to be used to cover their costs of delivery. Accordingly, the size, scale, and the timetable for delivery of this MoU will be dependent on the amount of funding made available from time to time. For the avoidance of doubt, a party is only entitled to its actual costs incurred (and, in relation to staffing costs, according to the total cost recovery rates as provided in the Welsh Government's Managing Welsh Public Money guidance) and will not be entitled to claim funding for any element of mark-up or profit either on its own costs or on third party costs.

- 8.4 Within 60 days after the end of each Financial Year, the SUSR Co-ordination Hub will provide WG and the SUSR Operational/Management Board with a detailed account for that Financial Year setting out all costs and any revenues in relation to the MoU and demonstrating how all funding provided by WG for that Financial Year has been applied.

9. Delivery Plan

- 9.1 Within 3 months of the date of this MoU, the SUSR Co-ordination Hub will develop a delivery plan (the **Delivery Plan**) which shall as a minimum identify the following:

- 9.1.1. the key milestones for the delivery of the Key Objectives;
- 9.1.2. what staff (including the staff identified in the terms of reference of the SUSR Co-ordination Hub at Annex C) will be required, and which organisation will provide those staff;
- 9.1.3. whether any staff will need to be seconded from one organisation to another;
- 9.1.4. what staff will require access to the premises of another party and how such access will be governed;
- 9.1.5. governance and reporting frequencies;
- 9.1.6. partnership arrangements with the WSR; and
- 9.1.7. resource requirements.

- 9.2 The Delivery Plan must be approved by the SUSR Operational/Management Board prior to being implemented.

- 9.3 The SUSR Co-ordination Hub will, in consultation with the SUSR Operational/Management Board, keep the Delivery Plan under review and revise and update it as necessary to reflect any changes or its funding and any guidance from the SUSR Operational/Management Board, the SUSR Strategy Group or the SUSR Ministerial Board. In particular, the Delivery Plan may be updated to reflect any proposals in future to incorporate within the scope of the MoU and the SUSR process any additional categories of review into the way public services investigate abuse, neglect, harm or death.

- 9.4 Emerging work is currently in progress with the SUSR Victim and Family Engagement group to inform development of the Victim, Family and Community engagement chapter within the draft SUSR statutory guidance, gather good practice and establish the Wales-wide SUSR Victim and Family Reference Group.

- 9.5 As this work is completed, a full plan will then be prepared within the SUSR Coordination Hub Delivery Plan and Communications and Engagement Strategy as to how victim, family and community engagement within the SUSR process and governance structure will be fully supported, delivered, and best practice shared. As a result of this work, changes to these Terms of Reference may also be required.

10. Intellectual Property Rights

- 10.1 This clause 10 is intended to set out the position as regards the ownership of any Intellectual Property Rights in the materials used for, or developed in connection with, the activities of the SUSR Co-ordination Hub.

10.2 All pre-existing Intellectual Property Rights or Intellectual Property Rights developed outside of the SUSR Coordination Hub (**Background IPR**) will remain the property of the party who owns them or who created them.

10.3 The parties agree that any Intellectual Property Rights that arise or are developed in connection with delivery of the MoU and SUSR Co-ordination Hub (**Foreground IPR**) vests in and be owned by the Welsh Government.

10.4 In the case of any Intellectual Property Rights created jointly by employees of more than one of the parties to this MoU, those rights will vest in the Welsh Government. The Welsh Government, hereby grants to the other parties an irrevocable, royalty free, non-exclusive licence to use and exploit all such Intellectual Property Rights for all purposes in connection with the SUSR or any successor programme, and to sub-licence such Intellectual Property Rights on a non-exclusive basis for such purposes.

10.5 Without prejudice to clause 10.4, each party hereby grants to the other parties an irrevocable, royalty free, non-exclusive licence to use its Background IPR and all Foreground IPR arising and owned by that party from time to time for the sole purpose of implementing the SUSR, including the right to sub-licence such Background IPR and Foreground IPR to third parties for the sole purpose of implementing the SUSR.

11. Data protection and other information law considerations

11.1 In this clause 11, the terms **controller**, **data subject**, **personal data**, **personal data breach** and **processing** shall have the meaning given to them in the UK GDPR.

11.2 Each party will:

11.2.1. save to the extent that it is prevented by an obligation of confidentiality or any applicable law from disclosing the same, provide to the other parties any information in its possession that may be reasonably requested by the other parties in connection with the SUSR Coordination Hub;

11.2.2. carry out its activities in relation to the SUSR Co-ordination Hub, the WSR and the SUSR in compliance with all applicable requirements of the Data Protection Legislation;

11.2.3. if it receives a request under the Freedom of Information Act 2000 (FOI) and/or the Environmental Information Regulations 2004 (EIR) for disclosure of information which originated from another party, contact that other party to determine whether the other party wishes to claim an exemption from disclosure under the FOI or the EIR. For the avoidance of doubt, the decision as to whether or not to release the requested information rests with the party which received the request; and

11.2.4. subject to the foregoing provisions in this clause 11.2, obtain the approval of the other party (such approval not to be unreasonably withheld or delayed) before publishing any information based on or derived from data received from that other party.

11.3 The obligations in clause 11.2 and clause 12 are subject to any Government requirements as to transparency which may apply to the parties from time to time.

11.4 The parties acknowledge that:

11.4.1. they may each, in carrying out their activities in relation to the SUSR Co-ordination Hub, the WSR and the SUSR, need to share personal data with the

other parties. For the purposes of this MoU, a party who shares personal data with any other party is referred to as the '**Data Discloser**';

11.4.2. each party will process any personal data shared with them by any other party ('**Shared Data**') as a controller; For the purposes of this MoU, a party who receives personal data from any other party is referred to as the '**Data Receiver**';

11.4.3. clauses 11.5 to 11.8 set out the framework for the sharing of personal data between the parties.

11.5 The parties will ensure that Shared Data shall be adequate, relevant and limited to what is necessary in connection with the SUSR.

11.6 Each party will, as Data Discloser, ensure that it has all necessary privacy notices and consents (only where consents are required) in place to enable lawful transfer of the relevant Shared Data.

11.7 Each party will, as Data Receiver:

11.7.1. process the Shared Data only for the purposes of the SUSR;

11.7.2. process the Shared Data fairly and lawfully;

11.7.3. not disclose or allow access to the Shared Data to anyone other than such permitted recipients as may be agreed with the Data Discloser ('**Permitted Recipients**');;

11.7.4. ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Data (including obligations of confidentiality) which are no less onerous than those imposed by this MoU;

11.7.5. ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of the Shared Data and against accidental loss or destruction of, or damage to, the Shared Data;

11.7.6. not transfer any Shared Data outside the EEA;

11.7.7. not retain or process the Shared Data for longer than is necessary..

11.8 Each party shall mutually assist the other parties in complying with all applicable requirements of the Data Protection Legislation in relation to Shared Data. In particular, each party shall:

11.8.1. consult with the other parties in relation to any notices given to data subjects in relation to the Shared Data;

11.8.2. promptly inform the other parties about the receipt of any data subject access request or other request for the exercise of data subject rights;

11.8.3. provide the other parties with reasonable assistance in complying with any data subject access request or other data subject rights request;

11.8.4. not disclose or release any Shared Data in response to a data subject access request without first consulting the other parties wherever possible;

- 11.8.5. assist the other parties, at the cost of the other parties, in responding to any request from a data subject and in ensuring compliance with their obligations under the Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with regulators (including the Information Commissioner);
- 11.8.6. notify the other parties without undue delay on becoming aware of any breach of the UK Data Protection Legislation or any personal data breach and provide all reasonable assistance to the other parties in dealing with and mitigating the effects of the same;
- 11.8.7. at the written direction of the Data Discloser, delete or return to the Data Discloser, Shared Data and copies thereof on termination of this MoU unless required by law to store the Shared Data; and
- 11.8.8. maintain complete and accurate records and information to demonstrate its compliance with clauses 11.5 to 11.8.

12. Confidential Information

12.1 Each party understands and acknowledges that it may receive or become aware of Confidential Information belonging to the other parties whether in the course of delivering the MoU or otherwise.

12.2 Subject to clause 12.3, and save to the extent that disclosure is expressly permitted elsewhere in this MoU, each party must:

- 12.2.1. treat the other parties' Confidential Information as confidential and safeguard it accordingly;
- 12.2.2. not disclose another party's Confidential Information to any other person (except to its employees, agents and professional advisers to the extent necessary for the purposes contemplated under this MoU, and subject to it procuring that such persons are made aware of, and comply with, this obligation of confidentiality).

12.3 The obligation of confidentiality does not apply to a party to the extent that:

- 12.3.1. it is required by law to disclose the Confidential Information, whether pursuant to the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 or otherwise;
- 12.3.2. the Confidential Information is from time to time already in the public domain (otherwise than as a result of a breach of this clause 12);
- 12.3.3. the Confidential Information was in its possession, without it being bound by a restriction as to its disclosure, before it received it from another party to this MoU;
- 12.3.4. it receives Confidential Information from a third party (who lawfully acquired it) without restriction as to its disclosure; or
- 12.3.5. it independently develops Confidential Information without it having been disclosed or made available by another party.

12.4 The obligation of confidentiality will continue in force notwithstanding termination or expiry of this MoU.

12.5 Without prejudice to the generality of the foregoing but subject to clause 10, no party must use Confidential Information belonging to another party for commercial purposes without the prior written agreement of the other party.

13. Dispute settlement and escalation

13.1 It is the responsibility, in the first instance, of the Nominated Representatives to attempt to resolve any dispute between the parties arising out of or in connection with this MoU. If the Nominated Representatives are not able to resolve the dispute within a reasonable time (which should be determined by both parties when the dispute is first identified), the dispute shall be referred to the SUSR Operational/Management Board for resolution.

13.2 If the dispute cannot be resolved by either the Nominated Representatives or the SUSR Operational/Management Board, the dispute shall be referred for resolution to the SUSR Strategy Group.

13.3 The Nominated Representatives of the parties are as follows, or such other persons as the parties concerned may nominate from time to time:

13.3.1. Wales Safer Communities Network

Name

Position:

Employer:

Email address:

Telephone number:

Address:

13.3.2. Welsh Local Government Association

Name:

Position:

Employer:

Email address:

Telephone number:

Address:

13.3.3. Welsh Ministers – Welsh Government

Name:

Position:

Employer:

Email address:

Telephone number:

Address:

14. Term and termination

14.1 This MoU commences on the date on which all three parties have signed it (stipulated on the front page of this document) and will continue in force until terminated by one of the parties in accordance with this clause 14.

This MoU may be terminated by a party:

14.1.1. for any reason by giving 6 months' notice in writing to the other parties;

14.1.2. by giving 3 months' notice in writing in the event that it reasonably concludes, following a review pursuant to clause 16, that this MoU no longer represents a valuable use of resources in the pursuit of the Key Objectives; or

14.1.3. forthwith where another party is in material breach of the terms of this MoU and either the breach is not capable of remedy or, if remediable, it has notified the party concerned of the breach and it has not been remedied within 30 days of such notice.

14.2 A party may withdraw from this MoU by giving written notice to the other parties if events, circumstances or causes beyond its reasonable control (including loss of funding) and arising without its fault or negligence result in it being unable to comply with its obligations under this MoU.

14.3 On termination of this MoU or upon any withdrawal of a party from this MoU, the parties will provide all reasonable assistance to each other, including, but not limited to, the preparation of a clear exit/handover plan, sharing of all relevant information, documentation and records, including financial records, and the safe handover of partially completed work and/or assets in relation to the SUSR Coordination Hub to enable some or all of the parties and/or one or more third parties to continue with the SUSR, and to engage with third party suppliers in relation to the ongoing delivery of the SUSR.

15. Financial consequences upon termination of this MoU

15.1 On termination of this MoU, any outstanding costs of the parties will be compensated (where appropriate), and any unused funds will be applied, in accordance with the terms of which the funding was provided.

16. Review of this MoU and the SUSR

16.1 The parties will carry out a joint review of this MoU and the SUSR within two years of the date of this MoU to assess whether the terms of this MoU, the governance structure set out in this MoU, the Delivery Plan and the overall activities associated are fit for purpose and appropriate for delivering the Key Objectives and the wider aspirations of relevant stakeholders for the All Wales Single Unified Safeguarding Review.

16.2 Without prejudice to clause 16.1, the parties will carry out a joint review of this MoU and the SUSR whenever a substantial change occurs to the external relationships or legal structure of any party or a substantial change occurs to the policies of the WG or any other key stakeholder in relation to the All Wales Single Unified Safeguarding Review or in relation to the manner in which adult practice reviews, child practice reviews, domestic homicide reviews, offensive weapon homicide review and mental health homicide reviews (or any other types of review which may be included within the SUSR) are conducted in Wales.

16.3 The parties will work together in good faith to consider and, if thought fit, implement any changes flowing from a review pursuant to clause 16.1 or 16.2. Any cessation of, or significant changes require the approval of the SUSR Ministerial Board before they are implemented.

16.4 Any changes to this MoU will only be effective (subject always to clause 18.4) if set out in writing and signed by all of the parties.

16.5 Each party must:

16.5.1. keep and maintain, for a period of six (6) years following the termination of this MoU, full and accurate records of the SUSR Coordination Hub and all sums received in furtherance of the SUSR Coordination Hub and SUSR; and

16.5.2. on request, afford the other parties and their representatives such access at reasonable times during working hours to those records as may be reasonably requested and is necessary in connection with this MoU or required in connection with any audit (including, without limitation, any audit by the National Audit Office or Audit Wales).

17. Insurance

17.1 The parties will ensure that suitable policies of insurance are taken out in connection with the MoU including, as a minimum:

17.1.1. Public liability insurance.

17.2 Any policies of insurance will be funded by, and taken out in the name of, WG.

18. Miscellaneous

18.1 This MoU does not:

18.1.1. confer any rights on any third party;

18.1.2. limit, supersede or otherwise affect or fetter any party's normal operations in carrying out its statutory, regulatory or other duties;

18.1.3. limit or restrict any party from participating in similar activities or arrangements with other entities.

18.2 Except as otherwise expressly provided this MoU constitutes the entire agreement between the parties with respect to its subject matter and this MoU supersedes all prior agreements, communications and representations, whether oral or written, concerning its subject matter.

18.3 Nothing in this MoU:

18.3.1. creates a partnership or joint venture between the parties;

18.3.2. constitutes one party as the agent of another, nor the employees, contractors or consultants of one party as those of another party;

18.3.3. gives any party authority to enter into any contract, warranty or representation as to any matter on behalf of another party; or

18.3.4. causes any party to be bound by the acts or conduct of another party.

18.4 Each party declares that it intends to observe the terms of this MoU, but expressly acknowledges and agrees that this MoU is not intended to create legally binding obligations between the parties. The parties agree that this MoU is to be construed in accordance with the laws of England and Wales.

Signed for and on behalf of the Wales Safer Communities Network

Signature:
Name:
Position:
Date:

Signed for and on behalf of the Welsh Local Government Association

Signature:
Name:
Position:
Date:

Signed for and on behalf of the Welsh Government

Signature:
Name:
Position:
Date: