

25th February 2022

SINGLE UNIFIED SAFEGUARDING REVIEW COORDINATION HUB UPDATE

Purpose

1. To seek members approval for the Wales Safer Communities Network to host a Coordination Hub on behalf of Welsh Government, including the agreement of a Memorandum of Understanding between Welsh Government, the WLGA and the Safer Communities Network setting out roles, responsibilities and accountabilities.

Background

2. Following a Welsh Review of Domestic Homicide Reviews undertaken in 2017, along with a review of the Sadler Case (which comprised six individual reviews), a number of key recommendations were submitted to Welsh Government Ministers and included:
 - Creation of a **Single Unified Safeguarding Review (SUSR)** which is cross agency, with a common framework, clear terms of reference, mapped in line with current Domestic Homicide Reviews, Adult Practice Reviews and Child Practice Reviews frameworks.
 - **Governance** of reviews to sit within Regional Safeguarding arrangements
 - **Chairs** of the reviews should be independent but public servants
 - Creation of a **Safeguarding Learning Panel** for monitoring reviews, recommendations, action plans and dissemination of thematic learning.
 - **Central Repository** for all reviews in Wales where key learning can be extrapolated and disseminated to prevent incidents and protect victims.
 - **Annual learning** and training events for practitioners.
3. The Welsh Government agreed and commenced the SUSR project in December 2019 which was established around four areas/key pillars:
 - Central Repository – To create an All-Wales Central Repository to act as an archival platform for all public sector reviews (the Repository has been developed by Cardiff University and is in the early testing phase)

- Training and Learning - To create a system, whereby, when reviews are conducted, wider and deeper learning is achieved which is embedded in all organisations where lessons are learned, and positive change is achieved
- Policy and process - To develop systems and processes, consolidating learning from initial pilots, to create a SUSR for Wales which complements existing legislation, guidance and duties in the devolved and non-devolved space
- Legal and Governance - To review all current legislation, statutory guidance and duties applicable to public sector partners to facilitate the creation of a SUSR.

4. The role of Wales Safer Communities Network's is to be the strategic voice for community safety in Wales, through working collaboratively with members and partners to champion and support community safety partnership working and influence the shaping and development of national policy and local practice. The Network aims to deliver a refreshed energy to community safety work and encourage a sustainable approach to partnership working which delivers safer communities for future generations. In delivering its mission, the network will champion, voice, co-ordinate and support community safety partnership working and influence the shaping and development of national policy and local practice across Wales and build within it the sustainable development principle and the Hallmarks of Effective Partnership working.

5. Following bids from a number of organisations as to determine who was best placed to host the Coordination Hub, the Welsh Government concluded that the Safer Communities Network would be well placed to fulfil this role. Given its commitment to work cross-sector, with the aim of spreading learning across Wales in how SUSRs are undertaken and their outcomes, enabling improvements in all service areas and a more consistent approach, the proposed Hub aligned well with the aims and vision of the Network.

6. The WLGA hosts the Wales Safer Communities Network on behalf of key community safety stakeholders, including Policing in Wales. A Safer Communities Board oversees the work of the Network and are supportive of the Team undertaking this role. The WGA Management Sub Committee is asked to approve the Network undertaking this role as the host organisation, following a previous report to [me to check: earlier report] which provided in principle support for the Network taking on this role.

Role of the SUSR Coordination Hub

7. The role of the Single Unified Safeguarding Review (SUSR) Co-ordination Hub is to galvanise, support and progress reviews to ensure learning is achieved and implemented to safeguard communities. It will do this by:

- supporting local and regional partnership structures through sharing of guidance and maintaining the approved Chair list, to ensure learning is achieved and implemented to safeguard communities;
- assisting in the identification and dissemination of themes from reviews;
- working collaboratively with the repository, and all other key partners and partnerships; and
- leading on communicating of key messages, themes and issues.

8. The Co-ordination Hub sets out to undertake the following five components:

- Co-ordination: manage and update the Welsh approved list of trained Chairs, Authors and Reviewers for SUSR, including specialist knowledge; maintain a record of all recommendations from SUSRs in Wales and monitor progress from across Wales against the recommendations.
- Welsh Safeguarding Repository (WSR); Work collaboratively with the WSR to ensure all recommendations are known to the Hub for reviewing; work with the WSR policy officer to identify key themes and communication needs.
- Training and Learning: Collate the outcomes of Learning Events ensuring all outcomes are disseminated across Wales co-ordination of national training courses for Chairs, authors, reviewers and panel members.
- Communication: Produce monthly communiqué informing public services of recommendations, best practice and themes emerging from SUSRs; create and publish 7- minute briefing documents on relevant themes, issues and best practice identified by the Hub, WSR and other partners.
- Process Review: co-ordinate bimonthly All Wales Quality Assurance Panel (QAP) meetings and provide secretariat function; provide liaison between Welsh Government and local/regional partnerships when additional work is required on SUSRs (eg Safeguarding Business Units, Community Safety Partnerships).

9. Funding for hosting the Coordination Hub will be provided by Welsh Government, although the exact amount is still to be confirmed. The level of funding will enable the Network to employ staff to undertake the role required to support the Coordination Hub. The exact make up of the team is still being discussed but is likely to be 2-3 members of staff.

Proposed Memorandum of Understanding

10. To underpin an agreement for the Network to host the Coordination Hub, Welsh Government, with the support of lawyers, have drafted a Memorandum of Understanding (MoU) between Welsh Government, the WLGA and the SCN. The document sets out roles and responsibilities, detail on how the project will be governed and accountabilities. A draft of the MoU is attached at Appendix 1 for reference by members and while officers have commented on earlier

drafts, it is proposed that lawyers will be asked to review its content to ensure it is fair and appropriate and does not place undue burdens on the WLGA or the Network.

Recommendations

11. Members are to:

- 11.1 Note the content of this report:**
- 11.2 Approve the hosting of the Coordination Hub by the Safer Communities Network on behalf of Welsh Government, subject to the provision of appropriate funding;**
- 11.3 Approve the principle of agreeing a Memorandum of Understanding and task officers to seek a legal view on the draft Memorandum of Understanding from the perspective of the WLGA; and**
- 11.4 Support seeking WLGA approval of the Memorandum of Understanding at the Council meeting of 16th March 2022.**

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DATED

January 2022

(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**

Geldards
law firm

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THIS MEMORANDUM OF UNDERSTANDING IS MADE ON

2022

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 (**WG**).

1. Definitions

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

- (a) **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 Project, 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;
- (b) **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;
- (c) **Financial Year** means: a period beginning on 1 April in one year and ending on 31 March in the following year;
- (d) **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;

- (e) **Project** means: the All-Wales Single Unified Safeguarding Review project, details of which are set out at Annex A; and
- (f) **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 co-ordination hub (the **SUSR Co-ordination Hub**) to facilitate delivery of the Project 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:
 - (a) the key objectives of the Project;
 - (b) the principles of collaboration;
 - (c) the governance structures the parties will put in place for the SUSR Co-ordination Hub; and
 - (d) 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 Project 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. **Key objectives for the Project**

- 3.1 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.

4. **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**):
 - (a) 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 Project 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;

- (b) 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;
- (c) The parties will be open and will communicate with each other openly about any major concerns, issues or opportunities relating to the Project;
- (d) 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;
- (e) 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;
- (f) The parties will perform their activities in relation to the Project in a timely manner and respond accordingly to requests for support;
- (g) 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
- (h) 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:
 - (a) 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];
 - (b) to ensure the SUSR Co-ordination Hub delivers the agreed functions within the proposed Delivery Plan;
 - (c) 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;
 - (d) to provide the day-to-day management of the SUSR Co-ordination Hub, its staff and its operational activities;

(e) 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:

- (a) to provide the following staff to assist with the activities of the SUSR Co-ordination Hub: [Business Support Officer – FTE];
- (b) to ensure stakeholder engagement is at the heart of the Project; and
- (c) 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:

- (a) to provide the following staff to assist with the activities of the SUSR Co-ordination Hub: [Programme Co-ordinator- FTE];
- (b) to review the SUSR Co-ordination Hub activities against the key objectives in the Delivery Plan and in line with the funding requirements; and
- (c) to provide key reports to both the SUSR Strategy Group and the SUSR Ministerial Board.

6. Project 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 Project. 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 that the Project is performing 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 Project and 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 that the Project is performing within the boundaries set by the SUSR Ministerial Board.

6.4 The SUSR Strategy Group will provide leadership, oversight and direction for the Project and the operation of 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 that the Project is performing 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 Project. 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 Project 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:

- (a) details on number of reviews undertaken and completed;
- (b) key learning identified to date from reviews undertaken;
- (c) thematic learning events/training;
- (d) Home Office updates;
- (e) potential policy or operational issues (including funding); and
- (f) 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:

- (a) overview on number of reviews concluded and key recommendations;
- (b) potential policy or operational issues (including funding);
- (c) learning and training events;
- (d) key Home Office updates; and
- (e) 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:

- (a) 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;
- (b) Home Office updates;

- (c) emerging best practice and how the learning is being spread across Wales; and
- (d) 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 in relation to the Project 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 or addition to the Project. 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 the Project into 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 for the Project 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 Project and that the funding received from the Welsh Ministers will need to be used to cover their costs of delivering the Project. Accordingly, the size and scale of the Project and the timetable for delivery 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 [30] 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 Project 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 for the Project (the **Delivery Plan**) which shall as a minimum identify the following:

- (a) the key milestones for the delivery of the Key Objectives;

- (b) what staff (including the staff identified in the terms of reference of the SUSR Co-ordination Hub at Annex C) will be required to work on the Project, and which organisation will provide those staff;
- (c) whether any staff will need to be seconded from one organisation to another;
- (d) what staff will require access to the premises of another party and how such access will be governed;
- (e) governance and reporting frequencies;
- (f) partnership arrangements with the WSR; and
- (g) resource requirements.

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

- 9.2 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 to the Project 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 Project and the SUSR process any additional categories of review into the way public services to investigate abuse, neglect, harm or death have been, or are to be, delivered.

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 Project (**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 SUSR Co-ordination Hub (**Foreground IPR**) will vest 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 Project or any successor programme to the Project, and to sub-lodge 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 Project, including the right to sub-lodge

such Background IPR and Foreground IPR to third parties for the sole purpose of implementing the Project.

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:

- (a) 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 Project;
- (b) carry out its activities in relation to the SUSR Co-ordination Hub, the WSR and the Project in compliance with all applicable requirements of the Data Protection Legislation;
- (c) 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
- (d) 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:

- (a) they may each, in carrying out their activities in relation to the SUSR Co-ordination Hub, the WSR and the Project, 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**';
- (b) 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**';
- (c) 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 Project.

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:

- (a) process the Shared Data only for the purposes of the Project;
- (b) process the Shared Data fairly and lawfully;
- (c) 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');
- (d) 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;
- (e) 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;
- (f) not transfer any Shared Data outside the EEA;
- (g) not retain or process the Shared Data for longer than is necessary to carry out the Project.

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:

- (a) consult with the other parties in relation to any notices given to data subjects in relation to the Shared Data;
- (b) promptly inform the other parties about the receipt of any data subject access request or other request for the exercise of data subject rights;
- (c) provide the other parties with reasonable assistance in complying with any data subject access request or other data subject rights request;
- (d) not disclose or release any Shared Data in response to a data subject access request without first consulting the other parties wherever possible;
- (e) 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);
- (f) 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;

- (g) 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
- (h) 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 Project 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:
 - (a) treat the other parties' Confidential Information as confidential and safeguard it accordingly;
 - (b) 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:
 - (a) 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;
 - (b) 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);
 - (c) 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;
 - (d) it receives Confidential Information from a third party (who lawfully acquired it) without restriction as to its disclosure; or
 - (e) 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 or the Project. If the Nominated Representatives are not able to resolve the dispute within a reasonable time, 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:

(a) Wales Safer Communities Network

Name

Position:

Employer:

Email address:

Telephone number:

Address:

(b) Welsh Local Government Association

Name:

Position:

Employer:

Email address:

Telephone number:

Address:

(c) Welsh Ministers

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 and will continue in force until terminated by one of the parties in accordance with this clause 14.

14.2 This MoU may be terminated by a party:

- (a) for any reason by giving 6 months' notice in writing to the other party;
- (b) 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
- (c) 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.

14.3 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.

14.4 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 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 Project to enable some or all of the parties and/or one or more third parties to continue with the Project, and to engage with third party suppliers in relation to the ongoing delivery of the Project.

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 for the Project was provided.

16. Review of this MoU and the Project

16.1 The parties will carry out a joint review of this MoU and the Project 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 with the Project 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 Project 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 and mental

health homicide reviews (or any other types of review which may be included within the Project from time to time) 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 to, the Project 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:
 - (a) keep and maintain, for a period of six (6) years following the termination of this MoU, full and accurate records of the Project and all sums received in furtherance of the Project; and
 - (b) on request, afford the other parties and their representatives such access to those records as may be requested in connection with this MoU or the Project 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 Project including, as a minimum:
 - (a) [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:
 - (a) confer any rights on any third party;
 - (b) limit, supersede or otherwise affect or fetter any party's normal operations in carrying out its statutory, regulatory or other duties;
 - (c) 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:
 - (a) creates a partnership or joint venture between the parties;
 - (b) constitutes one party as the agent of another, nor the employees, contractors or consultants of one party as those of another party;

- (c) gives any party authority to enter into any contract, warranty or representation as to any matter on behalf of another party; or
- (d) 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:

