

## **SOMERSET INTELLIGENCE PARTNERSHIP MEMORANDUM OF UNDERSTANDING 2013/14**

### **1. Aim**

To develop and actively share the use of data, information and intelligence across public services in Somerset.

### **2. Membership**

Membership is open to public sector organisations in Somerset and appropriate private and third sector organisations. Membership shall be approved by the existing parties to this agreement.

### **3. Governance**

It is anticipated that the parties to this agreement ("the Partnership") shall be accountable to the Public Sector Chief Executives' group. The arrangements enabling this shall be determined by SCC's director with responsibility for Customers and Communities in conjunction with the Public Sector Chief Executives' group and approved with the members of the partnership.

### **4. Background**

In January 2009 the former Somerset Strategic Partnership approved the creation of the Partnership which has now in its fifth year. Outcomes are:

- Improved access to and co-ordination of intelligence across the partnership
- Improving the joining up and sharing of intelligence potentially offering economies of scale and reduced cost e.g. by reducing potential of duplication in evidence gathering, sharing license and training costs
- Improving partners' and the public's access to more, better quality information about Somerset at a variety, increasingly local, levels of geography, including the INFORM Somerset online data hub and Somerset Intelligence website.
- Improving skills in accessing and using intelligence across public services and the general public in Somerset.

Note that Public Health transferred from the former PCT, NHS Somerset, to Somerset County Council on 1st April 2013.

### **5. The Agreement / Memorandum of Understanding**

The parties signing this memorandum of understanding agree:

- To work collaboratively and proactively to encourage and promote the establishment of the intelligence partnership for Somerset.
- That the Partnership will be accountable via whatever governance arrangements are devised by the Chief Executives' group.
- That a Partnership Board, consisting of parties to this agreement will be established.
- To make financial and any other contributions they reasonably can to enable the partnership to exist and be successful.
- To appoint a lead authority to 1) support the activities of the Board 2) host and manage any central resource / capacity. The lead authority shall be Somerset County Council.
- To make any other agreements as required to enable the successful operation of the Partnership e.g. information sharing protocols (see section 12).

### **6. Agreement by the lead Authority**

This authority agrees:

- To support the operation of the Board, in accordance with its terms of reference
- To manage any central unit / resource
- To maintain and develop the online data repository, INFORM Somerset, and Somerset Intelligence website
- To consult with partner organisations in order to produce and prioritise a proposed work plan
- To facilitate the operation of a wider intelligence network
- To fulfil the terms set out in the 'baseline package' agreed for Partnership members (see Appendix).

## **7. Complaints**

Any dispute that cannot be resolved by the lead authority will be referred to the Board for resolution. If the Board is unable to do so it shall refer the matter to the Public Sector Chief Executives' group.

## **8. Duration of Agreement and Review**

This agreement will end on the 31 March 2014. Its operation will be reviewed as part of the creation of the work programme each year. In addition parties to this agreement are free to raise any concerns, suggestions at any point.

## **9. Withdrawal**

Any party can withdraw from this agreement by giving notice to the Board in writing. The effective date of withdrawal shall be a minimum of three months from the date that notice was given.

## **10. Funding**

The financial year operated by the Partnership shall be that of the lead authority (currently 1 April – 31 March). Parties shall confirm their funding contribution for the forthcoming financial year by the 31 March each year at the latest. Partners will make every effort to maintain the level of funding contribution from one year to the next including increase to reflect inflation. If a Partner will be unable to maintain that level of funding then the lead authority has the right to modify the work programme (current and any future versions) to reflect the reduction in partnership resources.

The impact of inflation shall be calculated based on the percentage increase of local authority pay award.

In the event of a partner withdrawing from this agreement, their actual financial contribution shall be pro-rata for the period of the year that has elapsed i.e. from the 1 April to the effective date of withdrawal as defined above. Any sums overpaid will be reimbursed by the lead authority.

## **11. Waiver**

Failure by the lead authority to enforce the provisions of this agreement at any time shall not be construed as a waiver of any provision and shall not affect the validity of the agreement or any part thereof or the right of the lead authority to enforce any provisions in accordance with its terms.

## **12. Information Sharing Protocols (ISPs)**

Sharing data is encouraged in the spirit of the transparency agenda but when creating ISPs Partners need to be mindful of data protection legislation.

## **13. Intellectual Property Rights**

Any document created in pursuance of this agreement shall remain the property of the party creating it but every other party shall have a non-exclusive licence to use it for its own purposes. This clause shall remain in force and effect after this agreement is terminated or any party withdraws from it.

In particular, the Somerset household segmentation data can only be used by Partners under the terms of the licence agreed by Experian, and Housing Benefit data under the terms agreed with participating District Councils.

#### **14. Entire agreement**

This agreement together with documents referred to herein contains the whole agreement between the parties in respect of the intelligence partnerships and supersedes any prior written or oral agreement.

#### **15. General**

This agreement shall be governed and executed in all respects in accordance with the laws of England.

#### **16. Execution**

1. Parties to this agreement are:

Somerset County Council

County Hall

Taunton

TA1 4DY

Lead officers: Jan Stafford (Strategic Manager, Customers and Communities)  
and Jacq Clarkson (Public Health)

Mendip District Council

Cannards Grave Road

Shepton Mallet

BA4 5BT

Lead officer: Aly Murdoch

Sedgemoor District Council

Bridgwater House

King Square

Bridgwater TA6 3AR

Lead officer: Angela Farmer

Taunton Deane Borough Council

The Deane House

Belvedere Road

Taunton TA1 1HE

Lead officer: Mark Leeman

2. Funding contributions (excluding specific commissions)

##### 2013/14 (full year)

SCC (including Public Health) £96,827

Public Health (now SCC) £40,000

Mendip DC £2,675

Sedgemoor DC £2,675

Taunton Deane BC £2,675

### 3. Signatures

On behalf of SCC Name (CAPITALS)	Signature	Date
.....	.....	.....

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On behalf of MDC Name (CAPITALS)	Signature	Date
.....	.....	.....

On behalf of SDC Name (CAPITALS)	Signature	Date
.....	.....	.....

On behalf of TDBC Name (CAPITALS)	Signature	Date
.....	.....	.....

### APPENDIX:

#### Baseline Package to be provided for Partners

- Access to an experienced information analyst (0.5 FTE) within Somerset Intelligence. For any queries or requests, Toby Atkins will be the primary contact (01823 358099; [TXAtkins@somerset.gov.uk](mailto:TXAtkins@somerset.gov.uk)) but if he is unavailable, Partners will be transferred to an Information Manager in the same team, Mike Smith or Adrian Lee.
- Organisation of workshops focussing on topical themes, beginning with the Census and Welfare reform in Autumn 2013.
- Opportunity to shape the team's work programme throughout the year.
- Opportunity to influence development of Somerset Intelligence/ INFORM online resource via an editorial board of SIP members.
- Monthly SINEPost Extra, with additional data and analysis beyond that included in the basic newsletter.
- Potential cost savings through shared licensing of datasets, including Somerset household segmentation (Mosaic).