

MEMORANDUM OF UNDERSTANDING

Supporting the Joint Committee of the London Boroughs of Lambeth, Lewisham and Southwark

BETWEEN:

- (1) THE LONDON BOROUGH OF LAMBETH of Town Hall, Brixton Hill London SW2 1RW
- (2) THE LONDON BOROUGH OF LEWISHAM of Town Hall, Catford Road London SE6 4RU
- (3) THE LONDON BOROUGH OF SOUTHWARK of Town Hall, 160 Tooley Street, London SE1P 5LX

Hereinafter called "the three boroughs".

1. Introduction

- 1.1. The London Boroughs of Lambeth, Lewisham and Southwark are establishing a Community Budgets / Better Placed Joint Committee to:
 - Share risk and facilitating joint decision-making in relation to the community budget pilot, including but not limited to the Pathways to Employment programme;
 - Provide a mechanism that could be used to support joint decision-making in relation to future joint initiatives and local co-commissioning arrangements; and
 - Support devolution of responsibilities from Whitehall in relation to welfare and employment support.

2. Purpose

- 2.1. The purpose of this MoU is to clarify the relationship, roles and responsibilities of the three boroughs in establishing a Joint Committee.

3. Status of this Memorandum of Understanding

- 3.1. The Memorandum of Understanding is an operational document. It is not a formally binding legal agreement and the partnership is not a legal entity.
- 3.2. The Authorities enter into the MoU intending to honour all their obligations in a spirit of commitment to joint working and co-operation. The Partners individually and collectively agree to use all reasonable endeavours to comply with the terms and spirit of the Memorandum of Understanding.
- 3.3. Under the Memorandum of Understanding the Partners cannot employ staff, let contracts or commit financial resources on behalf of the constituent Partners without their formal agreement.

4. Management and governance arrangements

- 4.1. Administrative support for the meetings of the Joint Committee will be provided by the London Borough of Southwark on a lead borough basis and the Chief Executive of Southwark Council will be formally designated as clerk to the Joint Committee with responsibility for the provision of administrative support and to ensure that all access to information requirements are met.

5. Meetings

- 5.1. Joint Committee meetings will take place as required, likely to be twice a year.

6. Funding and finance

- 6.1. Any funding requirements will need to be agreed by the voting members and liabilities will be split equally unless otherwise agreed by unanimous decision of voting members.
- 6.2. London Borough of Lewisham will be responsible for administering and holding grant funding, and will be the accountable body for any such grant funding.

7. Duration

- 7.1. This MOU will take effect from October 2015 and will terminate on such date as shall be agreed by all the Parties. This is a non-statutory agreement and is subject to the applicable national and international laws of the states to which the Parties belong.

8. Review, amendments, dispute resolution and termination

- 8.1. The content of this MOU will be reviewed annually or at the request in writing of one of the Parties. Amendments can only be made on the agreement of the three boroughs.
- 8.2. Disputes and/or disagreements between the members of the Joint Committee will be referred to the chief executives of the authorities to deal with the matter directly.
- 8.3. Disputes and/or disagreements arising from officers in the boroughs in the Joint Committee will go to Directors and then to Joint Committee members.
- 8.4. The Parties will actively seek to develop co-operation, MOUs and other forms of agreement with other local authorities and regional stakeholders.

9. Intellectual Property Rights

- 9.1. Subject to the rights of third parties, the Partners will share equally the intellectual property rights to all data (except personal data), reports, specifications, designs, inventions or other material produced or acquired including copyrights in the course of their joint work. The Partners agree that any proposal by one Partner to permit a third party to utilise the documents and materials produced by the partnership shall be subject to the agreement of all

other Partners. Any changes, amendments or updates made to the documents and materials, if made under the terms of the Memorandum of Understanding, shall be jointly owned by the Partners.

10. Freedom of Information Requests

- 10.1. If any partner receives a freedom of information request in respect of shared work associated with the Memorandum of Understanding it will be shared at the earliest opportunity with the other relevant authorities in order to determine and achieve a consensus as to what information shall be released.

11. Termination

- 11.1. Any of the Partners may withdraw from the Memorandum of Understanding at any time. Any Party wishing to withdraw from the Memorandum of Understanding must obtain the approval of all members of the Joint Committee, who will give any such approval subject to conditions that will ensure an orderly winding down of that Partner's responsibilities without detriment to the other Partners that would arise from premature withdrawal. No Partner may withdraw agreed funding which has already been committed by the Lead contracting party to third parties, or which would expose the lead accountable Partner to financial loss.
- 11.2. If the Memorandum of Understanding is terminated, the Partners agree that any reports, studies or any other information which has been jointly prepared by the Partners can be used by each of the Partners separately.

12. Indemnities

- 12.1. The three boroughs agree to indemnify against any costs, losses, liabilities and proceedings which the Lead Boroughs may suffer as a result of or in connection with its obligations hereunder provided and to the extent that such costs, losses, liabilities and proceedings over and above that which each borough to this Agreement is required to contribute and such extra costs are not due to any avoidable negligent act or omission (determined at law) of the Lead Borough or breach by the Lead Borough of its obligations hereunder.
- 12.2. Any Lead Borough appointed hereunder shall indemnify the other Parties against any costs, losses, liabilities and proceedings over and above that which each borough to this Agreement is required to contribute and such costs which the other Party or Parties may suffer as a result of or in connection with any breach of the Lead Borough's obligations hereunder and/or any avoidable negligent act or omission (determined at law) in relation thereto.
- 12.3. Each borough to this Agreement shall inform the other boroughs at the earliest opportunity of any issue or matter or legal process or proceedings which may affect the three Boroughs' obligations under this Agreement.

13. Signatories

Signed for and on behalf of Lambeth Council

Name.....

Title.....

Signature

Date.....

Signed for and on behalf of Lewisham Council

Name.....

Title.....

Signature

Date.....

Signed for and on behalf of Southwark Council

Name.....

Title.....

Signature

Date.....