

[ORGANISATION NAME]

and

[ORGANISATION NAME]

and

[...]

Memorandum of understanding

Framework for Information Sharing Networks

[version no]

This Memorandum of Understanding ("MoU") is dated [date]

Between

(1) [ORGANISATION NAME] of [ADDRESS];

(2) [ORGANISATION NAME] of [ADDRESS];

(3) [...]

together the "**Parties**" and each a "**Party**".

Background and Policy Context

- (A) The Parties have established the ISN Consortium to increase information sharing both within and between the public and private sectors, through the establishment of a series of information sharing networks.
- (B) This MoU establishes the responsibilities of the Parties and the general principles for their cooperation.
- (C) This MoU is not intended to be legally binding and no legal obligations or legal rights shall arise between the Parties from the provisions of the MoU. However, the Parties enter into the MoU intending to honour their obligations.

NOW THEREFORE the Parties have agreed to cooperate under this MoU as follows:

1. Interpretation

1.1. Unless the context otherwise requires, references to this MoU shall be construed as a reference to this MoU as varied or amended in accordance with its terms. Reference to a person includes a legal entity, words importing a gender include all genders and words importing the singular include the plural and vice versa.

"Accelerated Network Establishment Agreement" means the agreement in the form or substantially in the form set out at Annex B.

"Advisory Committee" means each and any advisory committee established by the Executive Committee in accordance with paragraph 4.13 of this MoU.

"Crown" means the government of the United Kingdom (including the Northern Ireland Executive Committee and Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers, government departments, government offices and government agencies.

"Confidential Information" means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (howsoever it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person or trade secrets and all personal data and sensitive personal data within the meaning

of applicable legislation. Confidential Information shall not include information which:

- a. was public knowledge at the time of disclosure (otherwise than by breach of a duty of confidence by either Party);
- b. was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- c. is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
- d. is independently developed without access to the Confidential Information.

“Data Protection Legislation” means (i) the UK GDPR as amended from time to time; (ii) the Data Protection Act 2018 as amended from time to time; (iii) regulations made under the Data Protection Act 2018; (iv) all applicable law about the processing of Personal Data.

“Executive Committee” means the executive committee to be established pursuant to paragraph 4 of this MoU.

“Foreground IPR” has the meaning set out in paragraph 8 of this MoU.

“Intellectual Property Rights” means patents, utility models, inventions, trade marks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, plant variety rights, know-how, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

“ISN Consortium” means the project consortium comprising the Parties, such consortium being established by this MoU to increase information sharing through the establishment of a series of Networks.

“ISN Framework” means the framework for information sharing networks established by this MoU.

“Network” means any network established in accordance with paragraph 7 of this MoU.

“Network Proposal” has the meaning set out in paragraph 7 of this MoU.

“Personal Data” and **“Processing”** have the meaning given in the UK GDPR.

“Principles” has the meaning set out in paragraph 3.

“Standard Network Establishment Agreement” means the agreement in the form or substantially in the form set out at Annex A.

“UK GDPR” means the General Data Protection Regulation (Regulation (EU) 2016/679) as transposed into United Kingdom national law by operation of section 3 of the European Union (Withdrawal) Act 2018, together with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019.

2. Purpose of the ISN Consortium

2.1. The ISN Consortium shall act as a focus for procuring the successful management and operation of the ISN Framework.

2.2. The strategic aims of the ISN Consortium are:

- (a) to facilitate for the public good the sharing of information between and within the public and private sectors by way of Networks;
 - (b) to design and refine in collaboration with other Parties the ISN Framework with a view to facilitating the sharing of data on a secure and sustainable basis; and
 - (c) the establishment of one or more Networks in accordance with paragraph 7 of this MoU,
- (together, the “**Purpose**”).

2.3. The Parties will work together to establish, manage and operate the ISN Framework and all related activities.

3. Principles of collaboration and Parties’ responsibilities

3.1. Each Party shall seek to provide reasonable advice and assistance to the other Parties to support the Purpose of this MoU.

3.2. The Parties will adopt the following principles (“**Principles**”) at all times in respect of this MoU. The Parties will:

- (a) be accountable to each other for performance of their respective roles and responsibilities as set out in this MoU;
- (b) share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
- (c) comply with the law and best practice, including any relevant Governmental protocols and guidance;
- (d) act in a timely manner;
- (e) ensure sufficient and appropriately qualified employees and other necessary resources are available and (in the case of employees) authorised to fulfil the responsibilities set out in this MoU.

3.3. Each Party will as soon as practicable notify the Executive Committee, and provide full details, of any complaints received by it or disputes arising in relation to or in connection with the operation of or activities covered by this MoU.

3.4. Each Party will liaise with the other Parties and the Executive Committee as appropriate in relation to any such complaints and/or disputes to ensure that prompt and appropriate action is taken by the correct Party.

3.5. Each Party will ensure it complies with the terms of all applicable laws in carrying out its activities under this MoU.

4. Management of the ISN Consortium

4.1. The Parties will establish an Executive Committee to manage the ISN Consortium. The initial Executive Committee shall be:

- (a) [ORGANISATION NAME]
- (b) [ORGANISATION NAME]
- (c) [...]

4.2. The Executive Committee will be responsible for the operation and management of the ISN Consortium and for overseeing the operation and management of the ISN Framework.

4.3. Subject to the other provisions of this MoU, the Executive Committee will:

- (a) based on pilot learnings and evaluation, monitor the financial arrangements for the ongoing operation of the ISN Consortium and/or ISN Framework, and make recommendations from time to time to the ISN Consortium in respect of such;
- (b) review any application for a new participant to be admitted to the ISN Consortium made pursuant to paragraph 5;
- (c) discuss any technical and/or operational problems associated with the ISN Framework and the associated activities and operations, including any proposed solutions put forward by any of the Parties;
- (d) discuss complaints made by any Party or any third party in relation to the operations or activities undertaken pursuant to the ISN Framework with a view to proposing a solution;
- (e) receive and discuss reports prepared on behalf of the Executive Committee by, among others, any Advisory Committee or sub-committee of the Executive Committee;
- (f) liaise and interact with each of the Parties on matters requiring the approval of the Parties, including amendments to this MoU;
- (g) review any application to withdraw from membership of the ISN Consortium and assess the consequences of such withdrawal;
- (h) review and approve any press releases or public announcements to be made on behalf of the ISN Consortium;
- (i) if any funding is provided by any Party or third party, encourage compliance with reporting and other requirements specified in the terms and conditions under which such funding is provided; and
- (j) based on pilot learnings and evaluation, consider the future development of the ISN Framework.

4.4. Subject to the provisions of this MoU, the Executive Committee may regulate its proceedings as it shall think fit.

4.5. Each of the Parties shall be entitled to appoint one representative to the Executive Committee and to remove from such appointment any person appointed by it and to appoint another one person in his or her place.

4.6. Any appointment or removal in accordance with paragraph 4.5 above shall be effected by notice in writing and signed by or on behalf of the relevant Party and delivered to the Executive Committee.

4.7. Unless otherwise agreed by all of the Parties, the number of members of the Executive Committee shall be no less than [], comprising:

- (a) the representatives of the Parties nominated pursuant to paragraph 4.5;

(b) a representative appointed by each Advisory Committee (if any) (who shall be entitled to attend but not vote at meetings of the Executive Committee); and

(c) any independent persons approved by the Executive Committee (acting unanimously) from time to time.

4.8. The Executive Committee shall be entitled to remove any independent persons appointed pursuant to paragraph 4.7(c) above.

4.9. The Chairman of the Executive Committee shall be appointed by the Executive Committee at each meeting from one of their number and the general principle shall be that chairmanship of meetings of the Executive Committee shall rotate among the representatives of the Participants nominated pursuant to paragraph 4.5.

4.10. The quorum for transaction of business at a meeting of the Executive Committee shall be [] members of the Executive Committee entitled to vote and who are present at the commencement of and throughout the meeting.

4.11. Members of the Executive Committee unable to physically attend a meeting of the Executive Committee will be considered present and be counted towards establishing a quorum in respect of such meeting if he or she can participate in such meeting by way of conference telephone or similar equipment, so long as all the participants can hear each other throughout any such meeting.

4.12. The Executive Committee may delegate any of its powers to any member of the Executive Committee or a sub-committee consisting of [] or more of the members of the Executive Committee. The proceedings of a sub-committee with two or more members shall be governed by this MoU's provisions regulating the proceedings of the Executive Committee so far as they are capable of applying. Any sub-committee formed pursuant to this paragraph shall be entitled to appoint up to two additional members to sit on it. Such additional sub-committee members shall:

(a) be entitled to attend but not vote at meetings of the relevant committee; and

(b) have the requisite skill, knowledge and experience to assist the relevant committee in fulfilling its objectives pursuant to this paragraph;

(c) where they are not an employee of any of the Parties, be required to execute a confidentiality and non-use undertaking in respect of their attendance at meetings of the committee and the activities of the ISN Framework.

4.13. The Executive Committee may establish one or more advisory committees (each an **"Advisory Committee"**), which shall be tasked with advising the Executive Committee on such matters as the Executive Committee may specify. Each Advisory Committee shall be made up of representatives approved by the Executive Committee and shall report to the Executive Committee. Each Advisory Committee shall fulfil the role and perform the functions established by the terms of reference for that Advisory Committee as may be specified by the Executive Committee. Each Advisory Committee shall regulate its proceedings and meet at such intervals as it sees fit. The proceedings of each Advisory Committee shall be governed by this MoU's provisions regulating the proceedings of the Executive Committee so far as they are capable of applying, and are appropriate.

4.14. A resolution in writing signed by all members of the Executive Committee entitled to vote shall be valid and effectual as if it had been passed at a meeting of the Executive Committee and may consist of several documents in like form each signed by one or more of the members of the Executive Committee.

- 4.15. Other than decisions made in respect of matters pertaining to:-
- (a) any material change to structure of the ISN Framework or the scope of the activities carried out by the ISN Framework and/or the ISN Consortium;
 - (b) the admission of a new participant to the ISN Consortium;
 - (c) the withdrawal of a participant from the ISN Consortium; or
 - (d) the termination of this MoU,
- which decisions, may only be made with the prior approval of all of the representatives of the Parties on the Executive Committee entitled to vote on the relevant matter, all decisions of the Executive Committee shall be made by a majority with each member of the Executive Committee (or nominee) having one vote. In the event of any tied vote, the chairman of the relevant meeting shall have a final or casting vote.

5. New Participants

- 5.1. New participants may be admitted to the ISN Consortium by the unanimous approval of the Executive Committee, provided that prior to admission such new participant first executes an MoU with each existing Party containing substantially the same provisions as this MoU.

6. Charges and liabilities

- 6.1. Except as otherwise provided in this MoU, each Party shall bear its own costs and expenses incurred in complying with its obligations under this MoU.
- 6.2. All Parties shall remain liable for any losses or liabilities incurred due to their own or their employees' actions and no Party intends that any other Party shall be liable for any loss it suffers as a result of this MoU.
- 6.3. The Parties will consider and discuss on an ongoing basis, any funding necessary or desirable for the development of the ISN Consortium and/or ISN Framework, providing that nothing in this MoU shall oblige any Participant to provide any such funding.

7. Establishment of Networks

- 7.1. One of the key objectives of the ISN Framework is the establishment, operation and winding up of Networks.
- 7.2. Any person may propose the establishment of one or more Networks (each a "**Network Proposal**"). Each Network Proposal will contain reasonable details of the intended purpose of the relevant Network.
- 7.3. Each Network shall be established through the execution of:
- (a) a Standard Network Establishment Agreement; or
 - (b) an Accelerated Network Establishment Agreement.

8. Intellectual Property Rights

8.1. Any Intellectual Property Rights that arise from or are developed by any Party in carrying out the requirements of this MoU ("**Foreground IPR**") shall be vested in and owned by the Crown.

8.2. All Parties will work together to ensure that in the performance of this MoU the use of any Foreground IPR does not infringe any Intellectual Property Rights belonging to a third party. Where use of Intellectual Property Rights belonging to a third party is required to perform the MoU or to use any Foreground IPR, the Parties will use reasonable efforts to secure licences for all Parties to use any such Intellectual Property Rights on an irrevocable, royalty-free, non-exclusive basis. Where this is not possible, the Parties will agree to such other reasonable means to procure the performance of the MoU and use of Foreground IPR without infringing such rights.

9. Freedom of Information and Public Communications

9.1. Each Party will provide to any other Party any information in its possession that may be reasonably requested by the other Party, subject to any confidentiality constraints, safeguards and statutory rules on disclosure. Each Party will assist and cooperate with the other Parties to enable compliance with any applicable information disclosure requirements before making to any third party any significant disclosures of information under the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004 or under the order of the court in relation to this MoU. It is acknowledged that the Party may need to disclose information in order to comply with any legislation without obtaining the consent of the other Party or Parties.

9.2. All announcements, brochures, materials or the like concerning the existence or the terms of this MoU or the ISN Consortium shall be in accordance with such guidelines as may be specified by the Executive Committee from time to time and shall be framed so as to exclude any Confidential Information.

9.3. Where reasonably possible all publications and/or presentations arising out of the activities of the ISN Framework shall bear appropriate accreditation to the ISN Consortium in a form agreed with the Executive Committee.

9.4. The requirements in this paragraph 9 and paragraph 10 (Confidential Information) below are subject to any Government requirements as to transparency which may apply from time to time.

10. Confidential Information

10.1. Each Party understands and acknowledges that it may receive or become aware of Confidential Information of another Party (which may include information where the other Party owes a duty of confidence to a third party) whether in the course of performance of the Activities or otherwise.

10.2. Except to the extent set out in this paragraph 10 or where disclosure is expressly permitted elsewhere in this MoU, each Party shall treat all other Party's Confidential Information as confidential and safeguard it accordingly (which shall include complying with

any protective markings on documents and instructions supplied by the other Party). In particular, no Party will do anything that may place any other Party in breach of a duty of confidence owed to a third party unless required by law or information disclosure requirements. A Party receiving Confidential information shall not disclose Confidential Information to any non-Crown bodies unless required by law or order of a court.

10.3. The obligations of confidentiality in this paragraph 10 shall continue in force notwithstanding termination of this MoU.

11. Protection of Personal Data

11.1. The Parties will comply with their responsibilities under the Data Protection Legislation and will not use any Personal Data exchanged under this MoU for any purposes which are incompatible with the Data Protection Legislation. No data or information collated and/or exchanged under this MoU should be used for commercial purposes without the prior written agreement of the supplying Party (which use may be conditioned as the supplying Party reasonably sees fit).

11.2. Each Party must ensure that Personal Data collated or exchanged under this MoU is not transferred outside the UK without the prior agreement of the other Party.

12. Resolution of disputes

12.1. Any dispute between the Parties arising out of or in connection with this MoU shall in the first instance be resolved amicably between the Parties through the MoU Representatives and, if no resolution is reached, referred to the following senior personnel:

- (a) For [organisation name]: [insert name/role]
- (b) For [organisation name]: [insert name/role]
- (c) For [...]

13. Term and Termination

13.1. This MoU shall commence on [DATE] and (subject to earlier termination on the terms of this MoU) shall expire on [DATE]

13.2. If at any time during the term of this MoU the Parties unanimously agree in writing that it would be beneficial to either:

(a) operate the ISN Consortium in a manner other than as anticipated under this MoU;
or

(b) wind up the ISN Consortium and the activities of the ISN Framework,
then this MoU may be terminated by the prior written agreement of all of the Parties. In the event of termination (howsoever arising) the affairs of the ISN Consortium will be wound up.

13.3. Any Party may withdraw from the ISN Consortium and end its participation in this MoU on one months prior written notice provided that (save in the case of a deemed withdrawal as contemplated by paragraph 13.6) the withdrawing Party is first able to satisfy the Executive Committee that the participation of the withdrawing Participant is not necessary for the successful completion of any of the activities of the ISN Framework.

13.4. Upon receipt of written notice from any Party pursuant to paragraph 13.3 or the deemed withdrawal of a Party as contemplated by paragraph 13.6, the Executive Committee

will meet and discuss the consequences of the withdrawal or deemed withdrawal of the withdrawing Party.

13.5. Upon and notwithstanding withdrawal of any Party pursuant to paragraph 13.3 or deemed withdrawal pursuant to paragraph 13.6, the withdrawing Party shall:

- (a) provide the other Parties to this MoU with such assistance as the Executive Committee may reasonably require in order to (i) achieve an orderly termination of the participation of the withdrawing Party in any of the activities of the ISN Framework; and (ii) effect an orderly withdrawal;
- (b) cease use of any Confidential Information disclosed to the withdrawing Party pursuant to this MoU;
- (c) return to the Executive Committee or destroy (to the extent technically practicable) on demand all documentation, papers, accounts, information, statements and other material which contains Confidential Information pertaining to any of the other Parties and/or the ISN Consortium (irrespective of the format or medium on which such matters are stored), save where one copy is required to be retained by the withdrawing Party for archival purposes or in accordance with any legal or regulatory requirement to which that withdrawing Party may be subject (including, for the avoidance of doubt, where such information has been disclosed to any legal or regulatory authority, in each case provided that any material which is retained by the withdrawing Party remains subject to the confidentiality provisions set out in this MoU; and
- (d) allow a representative or agent of the Executive Committee reasonable access to its premises and its books, accounts, records, documents, papers and the like to ensure that the foregoing provisions of this paragraph have been implemented.

13.6. Where any Party:

- (a) commits any material breach of any of the provisions of this MoU, which, if the breach is capable of remedy is not remedied within 20 business days of the Executive Committee providing that Party with written notice specifying the breach and requiring its remedy; or
- (b) has a resolution passed or an order made for the winding up of it or becomes subject to an administration order, or a receiver is appointed over any of its property or assets or is insolvent or would be taken to be insolvent under section 123 of the Insolvency Act 1986 or is dissolved,

then the other Parties may by their unanimous decision terminate that Party's involvement in the ISN Consortium and its participation in this MoU immediately by written notice served jointly by such other Parties. Any such Party shall be deemed to be a withdrawing Party for the purposes of this paragraph.

14. Miscellaneous

14.1. This MoU does not confer any rights on any third party. Nothing in this MoU shall be interpreted as limiting, superseding, or otherwise affecting any Party's normal operations in carrying out its statutory, regulatory or other duties. This MoU does not limit or restrict any Party from participating in similar activities or arrangements with other entities.

14.2. The Parties will confirm all agreed variations to this MoU in writing.

14.3. This MoU and the ISN Framework are issued by the Cabinet Office and are the copyright of the Crown. The information contained within this MoU and the ISN Framework may be used and reused for commercial and non-commercial purposes without charge under

the terms of the Open Government Licence v3.0, which is available at <http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/>.

14.4. Where any information contained within this MoU and the ISN Framework are used or reused, the following attribution must be included, together with a link to the Open Government Licence: "Contains public sector information licensed under the Open Government Licence v3.0"

14.5. More information on Crown copyright policy and licensing arrangements is available at <http://www.nationalarchives.gov.uk/information-management/re-using-public-sector-information/reuse-and-licensing/ukglf/> or may be obtained by contacting the Information Policy Team, The National Archives, Kew, Richmond, Surrey, TW9 4DU (e-mail: psi@nationalarchives.gsi.gov.uk).

14.6. No warranty is given by the Cabinet Office (or any other part of the Crown) as to the completeness of this MoU or the ISN Framework, or their suitability for any purpose. All users of this document do so at their own risk.

SIGNATORIES

The duly authorised representatives of the Parties affix their signatures below.

Signed for and on behalf of [organisation
name]

Signature:

Name:

Position:

Date:

Signed for and on behalf of [organisation
name]

Signature:

Name:

Position:

Date:

Signed for and on behalf of [...]

Signature:

Name:

Position:

Date:

