



MEMORANDUM OF UNDERSTANDING (MoU)

TUNBRIDGE WELLS BOROUGH COUNCIL

- and -

SWALE BOROUGH COUNCIL

- and -

MAIDSTONE BOROUGH COUNCIL

DATED: 24th March 2016

**MEMORANDUM OF UNDERSTANDING FOR THE DELIVERY OF THE TRANSFORMATION
CHALLENGE AWARD (TCA) PROJECT, TO INCLUDE THE INTRODUCTION OF A SINGLE
CITIZEN ACCOUNT (CA), UNIFIED COMMUNICATIONS (UC) AND BUSINESS
INTELLIGENCE (BI) SYSTEMS**

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THIS MEMORANDUM OF UNDERSTANDING (MOU) is dated 24th day of March 2016

PARTIES

- (1) The parties to this memorandum of understanding **MoU** are:
- (2) TUNBRIDGE WELLS BOROUGH COUNCIL of Town Hall, Mount Pleasant Road, Tunbridge Wells, Kent, TN1 1RS (**Authority One**).
- (3) MAIDSTONE BOROUGH COUNCIL of Maidstone House, King Street, Maidstone, Kent, ME15 6JQ (**Authority Two**).
- (4) SWALE BOROUGH COUNCIL of Swale House, East Street, Sittingbourne, Kent, ME10 3HT (**Authority Three**).

1. BACKGROUND

- 1.1 Authority One, Authority Two and Authority Three have agreed to work together on the project detailed in Annex A to this MoU (**Project**).
- 1.2 This MoU relates to the work to be carried out in Phase 1 of the Project, as set out in Annex A. An additional MoU will be produced should there be a requirement to as the Project moves into Phase 2.
- 1.3 This MoU cannot override the statutory duties and powers of the parties and is not enforceable in law. However, the parties agree to adhere to the principles set out in this MoU.
- 1.4 This MoU may need to be supported by protocols and other documents not included here, which set out in more detail operational considerations of how the parties will work together.
- 1.5 The parties wish to record the basis on which they will collaborate with each other on the Project. 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, and;
 - (d) the respective roles and responsibilities the parties will have during the Project.

2. KEY OBJECTIVES FOR THE PROJECT

- 2.1. The parties shall undertake the Project to achieve the key objectives set out in Annex A to this MoU (**Key Objectives**).
- 2.2. The parties acknowledge that the current position with regard to the Project and the contributions already made (financial or otherwise) are as detailed in the Annex A to this MoU.

3. PRINCIPLES OF COOPERATION

The parties agree to adopt the following principles when carrying out the Project (**Principles**):

- (a) Collaborate and co-operate. Establish and adhere to the governance structure set out in this MoU to ensure that activities are delivered and actions taken as required.
- (b) Be accountable. Take on, manage and account to each other for performance of the respective roles and responsibilities set out in this MoU.
- (c) Be open. Communicate openly about major concerns, issues or opportunities relating to the Project.
- (d) Learn, develop and seek to achieve full potential. 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.
- (e) Adopt a positive outlook. Behave in a positive, proactive manner.
- (f) Adhere to statutory requirements and best practice. Comply with applicable laws and standards including EU procurement rules, data protection and freedom of information legislation. In particular the parties agree to comply with the requirements of the Information Sharing Protocol attached to this MoU in Annex B.
- (g) Act in a timely manner. Recognise the time-critical nature of the Project and respond accordingly to requests for support.
- (h) Manage stakeholders effectively.
- (i) Deploy appropriate resources. Ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this MoU. In particular the parties agree to make the contributions detailed in Annex C to this MoU.
- (j) Act in good faith to support achievement of the Key Objectives and compliance with these Principles.

4. GOVERNANCE

4.1 Overview

The governance structure defined below provides a structure for the development and delivery of the Project.

4.2 Guiding principles

The following guiding principles are agreed. The governance will:

- (a) provide strategic oversight and direction;
- (b) be based on clearly defined roles and responsibilities at organisation, group and, where necessary, individual level;
- (c) align decision-making authority with the criticality of the decisions required;
- (d) be aligned with Project scope and each Project stage (and may therefore require changes over time);
- (e) leverage existing organisational, group and user interfaces;
- (f) provide coherent, timely and efficient decision-making, and;
- (g) correspond with the key features of the governance arrangements set out in this MoU.

4.3 MKIP Board

- (a) The **MKIP Board** provides overall strategic oversight and direction to the Project. The MKIP Board is made up of representatives from the three authorities, these are:

Authority One: William Benson, Chief Executive, Tunbridge Wells Borough Council

Authority Two: Alison Broom, Chief Executive, Maidstone Borough Council

Authority Three: Abdool Kara, Chief Executive, Swale Borough Council

4.4 Project board

- (a) A joint officer group (**Project Board**) will be established drawing on resources from all three Authorities and Mid Kent ICT. They will communicate regularly to discuss and action the preparation of key project documentation.
- (b) The Project Board will provide strategic management at Project and workstream level. It will provide assurance to the MKIP Board that the Key Objectives are being met and that the Project is performing within the boundaries set by the MKIP Board.
- (c) The Project Board consists of representatives from each of the parties. The Project Board shall have responsibility for the creation and execution of the project plan and deliverables, and therefore it can draw technical, commercial, legal and communications resources as appropriate into the Project Board.

The core Project Board members are:

Project Board Member	Position	Authority
Project Executive	Director of Change & Communities	Tunbridge Wells Borough Council
Project Manager	TCA Project Manager	Tunbridge Wells Borough Council
Project Advisor	Head of Digital Services & Transformation	Tunbridge Wells Borough Council
Project Advisor	Service Improvement Manager	Maidstone Borough Council
Project Advisor	Head of Procurement & Customer Contact	Swale Borough Council
Project Advisor	ICT Shared Service Manager	Mid Kent ICT Services
Project Advisor	Chief Information Officer	Mid Kent ICT Services

- (d) The Project Board shall meet regularly and shall from time to time, with the agreement of the Project Executive and/or Project Manager include officer representatives from each of the parties who may have an interest or technical skills in areas specific to the Project.

4.5 Reporting

Project reporting shall be undertaken at three levels:

- (a) Project Board: Minutes and actions will be recorded for each Project Board meeting. Any additional reporting requirement shall be at the discretion of the Project Board.
- (b) MKIP Board: Reporting shall be regularly and in line with the frequency set out in the Project Communications Plan. Reporting will be based on action points from the Project Board highlighting: Progress this period; issues being managed; issues requiring help (that is, escalations to the MKIP Board) and progress planned for the next period.
- (c) Organisational: the Project Board members shall be responsible for drafting reports into their respective organisation as required for review by the Project Board before being issued.

5. ROLES AND RESPONSIBILITIES

5.1 The key Roles and Responsibilities are set out in the table below:

Role	Officer(s) Responsible
<p>Project Board</p> <ul style="list-style-type: none"> • Make the major decisions regarding the project 	<p>As above at 4.4</p>
<p>Project Executive</p> <p>Chairs the Project Board and ensures that:</p> <ul style="list-style-type: none"> • The project meets its objectives and delivers the projected benefits • The project has clear authority • The work, including the risks, is activity managed 	<p>Director of Change & Communities, Paul Taylor</p>
<p>Project Manager</p> <ul style="list-style-type: none"> • Work with the users to gather baseline data for the current process (e.g. current volumes for each method of contact per service etc.) • Work with users and Mid Kent ICT to ensure that the requirements for the new Business Intelligence, Unified Communications and Citizen Account software are clear • Plan, manage and implement the project – including drafting the appropriate project documentation (e.g. PID, Risk Register, Project Timeline, Project Plan, Business Requirements, Business Case and Benefits Realisation Plan etc.) 	<p>Transformation Challenge Award Project Manager, Andy Sturtivant</p>
<p>Senior Suppliers</p> <ul style="list-style-type: none"> • Represent the supplier interests and provides supplier resources. Provides knowledge and experience of the main discipline(s) involved in the creation / production of the project’s deliverables. • The ‘Senior Suppliers’ are also the organisations that will provide the software for the new Unified Communications system, the new Citizen Account and the Business Intelligence (data analysis) software. 	<p>Head of Mid Kent ICT Services, Andy Cole</p> <p>Chief Information Officer Mid Kent ICT, Dave Lindsay</p> <p>Software suppliers - to be determined via procurement process</p>

<p>Senior Users</p> <ul style="list-style-type: none"> • The ‘Senior Users’ are the colleagues who represent those who will operate the new processes and systems that are to be procured / designed / implemented by the project. • Senior Users ensure that the user needs are specified correctly and that the solution meets those needs. 	<p>Customer Service Manager, Swale BC – Carol Sargeant</p> <p>Service Improvement Manager, Maidstone BC – Georgia Hawkes</p> <p>Head of Digital Services & Transformation, Tunbridge Wells BC – Ian Hirst</p>
<p>Project Assurance</p> <ul style="list-style-type: none"> • One of the responsibilities of the Project Board is to ensure that the project is being conducted correctly. 	<p>To be determined but possibly:</p> <ul style="list-style-type: none"> • Boundary stage review by MKIP Internal Audit • Peer review by East Kent Services

5.2 The Project will request support from other services within MKIP and the Partner LAs as required and this may include advice and support from:

- Legal Services
- Finance
- Communications
- Internal Audit
- Publications

All individuals will be made aware of the need for their support well ahead of time to allow for resource planning and allocation.

6. ESCALATION

6.1 If any party has any issues, concerns or complaints about the Project, or any matter in this MoU, that party shall notify the other parties and the parties shall then seek to resolve the issue by a structured communication. If the issue cannot be resolved within a reasonable period of time, the matter shall be escalated to the Project Board, which shall decide on the appropriate course of action to take. If the matter cannot be resolved by the Project Board within 5 days, the matter may be escalated to the MKIP Board for resolution.

6.2 If any party receives any formal inquiry, complaint, claim or threat of action from a third party (including, but not limited to, claims made by a supplier or requests for information made under the Freedom of Information Act 2000) in relation to the Project, the matter shall be promptly referred to the Project Board (or its nominated representatives). No action shall be taken in response to any such inquiry, complaint, claim or action, to the extent that such response would adversely affect the Project, without the prior approval of the Project Board (or its nominated representatives).

7. INTELLECTUAL PROPERTY

- 7.1 The parties intend that [notwithstanding any secondment] any intellectual property rights created in the course of the Project shall vest in the party whose employee created them.
- 7.2 Where any intellectual property right vests in any party in accordance with the intention set out in clause 7.1 above, that party shall grant an irrevocable licence to the other parties to use that intellectual property for the purposes of the Project.

8. TERM AND TERMINATION

- 8.1 This MoU shall commence on the date of signature by all parties, and shall expire on completion of Phase 1 of the Project as set out in Annex A.
- 8.2 This MoU will be effective for 24 months commencing from the date on which it was signed by the Chief Executives of the organisations. Its operation shall be reviewed at the end of the first 6 months in order to inform any changes necessary going forward.
- 8.3 Any party may terminate this MoU by giving at least three months' notice in writing to the other parties.

9. VARIATION

- 9.1 This MoU, including the Annexes, may only be varied by written agreement of the MKIP Board.

10. CHARGES AND LIABILITIES

- 10.1 Except as otherwise provided, the parties shall each bear their own costs and expenses incurred in complying with their obligations under this MoU.
- 10.2 The parties agree to share the costs and expenses arising in respect of the Project between them in accordance with the Contributions Schedule set out in Annex C to this MoU to be developed by the Project Board and approved by the MKIP Board.
- 10.3 All parties shall remain liable for any losses or liabilities incurred due to their own or their employee's actions and no party intends that the other parties shall be liable for any loss it suffers as a result of this MoU.

11. STATUS

- 11.1 This MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the parties from this MoU. The parties enter into this MoU intending to honour all their obligations.
- 11.2 Nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party as the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

12. GOVERNING LAW AND JURISDICTION

This MoU shall be governed by and construed in accordance with English law and, without affecting the escalation procedure set out in clause 6; each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

Signed by, for and on behalf of Authority One: **Tunbridge Wells Borough Council:**

Name: William Benson

Position: Chief Executive

Signature: 

Date: 24 MARCH 2016

Signed by, for and on behalf of Authority Two: **Maidstone Borough Council:**

Name: Alison Broom

Position: Chief Executive

Signature: Alison Broom

Date: 24/03/2016

Signed by, for and on behalf of Authority Three: **Swale Borough Council:**

Name: Abdool Kara

Position: Chief Executive

Signature: 

Date: 30/03/2016

CONTACT POINTS:

MKIP

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TUNBRIDGE WELLS BOROUGH COUNCIL

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MAIDSTONE BOROUGH COUNCIL

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SWALE BOROUGH COUNCIL

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MID KENT ICT SERVICES

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Annex A. The Project

Project overview

The recent economic climate has meant that MKIP (Mid Kent Improvement Partnership) authorities (Maidstone, Swale and Tunbridge Wells Borough Councils) have needed to find around 35 percent in efficiency savings from their budgets across the past 5 years. Each authority has achieved this through a variety of means including sharing more services together. With central government asking for further efficiencies in the current parliament MKIP authorities will now need to find more innovative ways to deliver services for less money.

At the present time, across the Partnership the vast majority of contacts from customers are via traditional channels (telephone, face to face and email). There are around 535,000 traditional contacts each year and the systems we have in place for our website customer contact are often poorly received. Typical cost to serve for local authorities is around £8.62 per transaction for face-to-face and email contacts, and around £2.83 for telephone contacts, which compares with 15p for fully integrated digital contacts (SOCITM 2013).

There is an opportunity to reduce the costs of customer contact and customer-facing services across the Partnership in order to achieve further savings. This will involve investing in the right technology and redesigning customer contact and business processes so that there is an end-to-end digital journey in place for each of our key services.

The three MKIP Local Authorities need to be able to interact with their customers in whatever format they choose to use. However, in order to make efficiency savings and meet the current and future expectations of their customers there is the need to ensure that digital is the most easy, attractive, social and timely option, and also to provide digital assistance to those who are not currently digitally included. There is also the need to enhance and develop telephony capability.

MKIP authorities provide services to approximately 410,000 people and in doing so gather a wide range of place-based data and person based information across a large geographical area in Kent. There is a further opportunity to analyse this business intelligence data to identify trends and patterns of service demand to predict the future demand on resources. Initiatives such as the Troubled Families programme have shown the potential for savings when public authorities use business intelligence to guide decision-making and target resources.

In 2014 MKIP submitted a bid to the DCLG for funding under the 'Transformation Challenge Award'. In November 2014 the Partnership learnt that the bid had been successful and it had been awarded £569,200 of funding from the 2015-16 funding stream. The bid's funding is to procure the following:

1. New unified communications software (£390,000)
2. New single citizen account software (£150,000)
3. New (business intelligence) data analysis software (£29,200)

The Customer Care strategies of each council outline the desire to move customer contact to 'Digital First' and a range of plans are in place at each authority to address this. The TCA project will give the three LAs the ability to unify these plans across the Partnership and progress together so that procurement opportunities, efficiencies and gains in service improvements are maximised.

The Key Objectives

The Partnership's vision is for this project to:

- Transform the way we interact with our customers by completely redesigning our transaction processes: eliminating waste, repetition and duplication
- Improve the quality of our website and telephony service
- Provide digital and assisted digital services as a default, giving our customers control over their own data and interactions with us
- Use the data in our control to gain an insight into our customers' needs and use this business intelligence to target our resources appropriately to deliver efficient and effective services. It is our ambition to expand this business intelligence capacity across Kent
- Mobilise the workforce through providing them with comprehensive technology, allowing them to work and collaborate from any location – both physically and virtually
- Deliver efficiency savings (including the cost to serve)

Objectives for this project:

Phase 1

1. Procure, install and implement new unified communications software across the 3 MKIP Local Authority partners
2. Procure and install new citizen account software across the 3 MKIP Local Authority partners
3. Acquire, install and implement new insight and business intelligence data analysis software

Phase 2

3. Re-design the transaction process for our services to:
 - Reduce avoidable contact
 - Increase availability of services
 - Increase the proportion of contacts that are of value to the customer
5. Provide digital skills and a change management toolkit so we are able to maximise the number of areas where transactions are 'digital by default'
6. Use new insight and business intelligence data analysis software to monitor, manage and shape policy and share learning with other public services
7. Provide a blueprint for partnership working within both the region and nationally and to cascade the learning and benefits to other organisations

Dependencies

- The second phase of the project, during which each of the 3 MKIP partners (with Sevenoaks DC for licensing) will re-design services so that they can be delivered digitally, depends upon the successful procurement and implementation of a new unified communications system and new single citizen account software.
- The aspect of the project that seeks to enhance the ability to monitor, manage and predict future service needs and trends depends upon the successful procurement and implementation of new business intelligence software.
- The project will have dependencies upon the following:
 - External suppliers of software
 - Mid Kent ICT team
 - MKIP Legal team
 - MKIP project team (a task and finish group) to deliver the re-designed services
 - The operational areas of all services within the 3 MKIP partner LAs. This will include:
 - i. For TWBC – the Digital team will be responsible for the day to day operation and development of the TWBC website and the Policy and Performance team will operate the Business Intelligence software on behalf of TWBC
 - ii. For Maidstone BC – Digital team and Policy and Information team
 - iii. For Swale BC – Customer Services team
 - Other partners – for the aspect of the project that will focus upon the use of business intelligence data across the wider public sector
 - Procurement expertise

Communication

A separate and detailed Communication Plan will be created and agreed by the MKIP Partners. The Communication Plan will co-ordinate all the communications that will be required during phases 1 and 2 of the project. The plan will be used to agree the content, audience and timing of communications.

Project Management

Tunbridge Wells Borough Council will provide a Project Manager to be situated within the Business Delivery Unit (BDU) under the management of the Head of Digital Services & Transformation.

There will be a high level Project Plan agreed for the work required showing the key stages and timetable for the project.

Tunbridge Wells Borough Council will maintain details of the agreed budget and spend and will maintain a risk log identifying potential threats to the project and any mitigating actions, where appropriate. If any risks are significant; these will be reported through each Council's risk management programmes and appropriate solutions to manage the risk put in place.

Risk Assessment

A full Project Risk Log will be developed and maintained by the Project Manager on behalf of the Project Board. This Risk Log will be Reviewed Monthly and where appropriate updated to reflect any changes in risks to the project.

Annex B. Information Sharing Protocol

Information Sharing Agreement (ISA) framework

The purpose of this (ISA) is to facilitate the exchange of information in order to comply with the statutory duty of local authorities to work together.

The parties to this MoU are not obligated to disclose information unless satisfied that the principles of data protection are upheld. Disclosure relies on existing conditions that justify the disclosure of information, on good relations and mutual trust, and the effectiveness of these information sharing arrangements is a reflection of the effectiveness of the project as a whole.

Relevant statutes may provide the power to disclose information, but may not impose a duty to disclose, thus control over the disclosure of information remains with the Authority that owns the information.

The parties undertake to ensure that personal information (as defined by the Data Protection Act 1998) held by them will be properly protected.

Parties

The parties in this information sharing agreement are:

- a) Tunbridge Wells Borough Council
- b) Maidstone Borough Council
- c) Swale Borough Council

Indemnity

Where a disclosing party provides information to a requesting party which is inaccurate or where such information is disclosed in breach of the Data Protection Act 1998, any other statutory or common law requirements or the terms of this protocol, and the requesting agency incurs liability, cost or expense as a result of its reliance upon the information provided, the disclosing agency shall indemnify the requesting agency against any such liability, cost or expense reasonably incurred, provided that this indemnity shall not apply:

- a) Where the disclosing agency did not know, and acting reasonably, had no reason to know, that the information provided was inaccurate;
- b) In respect of any consequential or other indirect loss, damage, liability, cost or expense incurred
- c) unless the requesting agency notifies the disclosing agency as soon as practicable of any action, claim or demand to which it considers this indemnity may apply, permits the disclosing agency to deal with the action, claim or demand by settlement or otherwise and renders all reasonable assistance in so doing.

Annex C. Contributions

This agreement will commit to all parties working jointly on a project to procure and implement three new systems for Single Customer Account, Unified Communications and Business Intelligence.

This project is being progressed following a successful joint bid for funding by the parties (Tunbridge Wells Borough Council, Maidstone Borough Council and Swale Borough Council) to the Department for Communities and Local Government (DCLG) Transformation Challenge Award (TCA) funding programme in 2014.

Funding and Resourcing

Funding for this project will be met by the funds received from the DCLG, which totals £569,200 to be split out as follows:

Single Customer Account	£150,000
Unified Communications	£390,000
Business Intelligence	£29,200

Phase 1 funding

Phase 1 of the Project will see the procurement and installation of the three systems listed above and funding for this will be met from the funds awarded by the DCLG.

Phase 2 funding

It is anticipated that as the Project moves into Phase 2 and the implementation of each system, extra costs outside of the allocated funds detailed above may be required. Each party will be required to fund this extra expenditure from their own funds and any additional cost implication will not be contributed towards by the other parties, unless there is a clear case for shared working, where costs may be shared subject to agreement by all parties.

Resources

Each party will commit an equal level of resource to ensure that deadlines are met, where possible. The costs of these resources will be met by the respective party. Any variation to the level of resourcing will be subject to review and a cost implication may be applicable to the party that is not providing the same level of resourcing.

Financial management

Tunbridge Wells Borough Council will manage finances on behalf of all parties. The Project funds are all held in the Tunbridge Wells Borough Council bank account and regular reporting on transactions and balances will be provided by the Business Delivery Unit (BDU) Service Accountant and made available to the Project Executive and Project Manager.

Authorisation to spend TCA funds on behalf of all parties has been delegated to the Project Executive by the MKIP Board. Prior to any spend; the Project Executive will consult with the Senior User(s) from each party on the Project Board to obtain written agreement.

Procurement of systems and any associated costs (training, professional fees, consultancy etc.) will be carried out in line with Tunbridge Wells Borough Council's procurement procedures.

Transformation Challenge Award (TCA) Memorandum of Understanding (MoU)

Orders for works and/or services will be authorised by the Project Executive and Purchase Orders will be generated by Tunbridge Wells Borough Council on behalf of all parties.

Invoices from suppliers will be addressed to Tunbridge Wells Borough Council and processed in line with current timescales, once approval to pay has been given by the Project Executive. Contracts with suppliers and licences for software will be held by Tunbridge Wells Borough Council.

Details of all assets procured as part of the Project will be recorded and held on the Tunbridge Wells Borough Council Asset Register. Where appropriate a note will be made alongside an entry where equipment is to be located and used by either of the other parties.