

DATED 4<sup>th</sup> December

2013

MEMORANDUM OF UNDERSTANDING  
FOR  
THE NORTH LONDON ADOPTION AND FOSTERING CONSORTIUM

between

THE LONDON BOROUGH OF BARNET

and

THE LONDON BOROUGH OF CAMDEN

and

THE LONDON BOROUGH OF ENFIELD

and

THE LONDON BOROUGH OF HARINGEY

and

THE LONDON BOROUGH OF ISLINGTON

and

THE LONDON BOROUGH OF HACKNEY

THIS AGREEMENT is dated 4th of December 2013

## **PARTIES**

The parties to this memorandum of understanding ("MoU") are:

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARNET** of the Hendon Town Hall, The Boroughs, Hendon, London, NW4 4BG ("the First Authority") and
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Camden Town Hall, Judd Street, London, WC1H 9JE ("the Second Authority") and
- (3) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF ENFIELD** of Civic Centre, Silver Street, Enfield, Middlesex, EN1 3XA ("the Third Authority") and
- (4) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY** of Civic Centre, High Road, Wood Green, London, N22 8LE ("the Fourth Authority") and
- (5) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF ISLINGTON** of Town Hall, 222 Upper Street, London, N1 1XR ("the Fifth Authority")
- (6) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HACKNEY** of Town Hall, Mare Street, London, E8 1EA ("the Sixth Authority")

Hereinafter collectively referred to as the "Consortium Members"

## **1. INTRODUCTION**

- 1.1. The Consortium Members have previously joined together to form a Consortium to, amongst other things, meet the placement needs of children and young people in the North London area and have operated under an agreement to that effect dated 1<sup>st</sup> October 2008 ("the Original Agreement"). This agreement was

revised on 25 March, 2013, to include fostering activities undertaken in the Consortium

- 1.2.
- 1.3. The Consortium Members propose to terminate the 25 March, 2013, Agreement and to replace it by this MoU when the latter commences.
- 1.4. The Consortium Members now agree to continue working together through the North London Adoption and Fostering Consortium (“the Consortium”) to meet the placement needs of children and young people in the North London area in accordance with this MoU.
- 1.5. The Consortium Members are empowered to:
  - 1.5.1. provide facilities or secure the provision of facilities through a registered adoption society for the adoption of children and adoption support services pursuant to section 3 of the Adoption and Children Act 2002,
  - 1.5.2. offer placements for children with local authority foster parents pursuant to section 22C of the Children Act 1989,
  - 1.5.3. do anything which is calculated to facilitate, or is conducive to or incidental to, the discharge of any of their functions under section 111 of the Local Government Act 1972, and
  - 1.5.4. do anything that individuals generally may do pursuant to section 1 of the Localism Act 2011.
- 1.6. The parties wish to record the basis on which they will collaborate with each other by setting out:
  - 1.6.1. the key objectives of the Consortium;
  - 1.6.2. the principles of collaboration;
  - 1.6.3. the governance structure of the Consortium; and
  - 1.6.4. the respective roles and responsibilities that the parties will have.

## **2. KEY OBJECTIVES**

- 2.1. The parties shall work together to achieve the Key Objectives set out in Appendix 1 to this MoU.

## **3. PRINCIPLES**

- 3.1. The Consortium Members agree to adopt the following principles when carrying out the work of the Consortium:
  - 3.1.1. collaborate and co-operate. Adhere to the governance structure set out in this MoU to ensure that activities are delivered and actions taken as required;
  - 3.1.2. be accountable. Take on, manage and account to each other for performance of the respective roles and responsibilities set out in this MoU;

- 3.1.3. be open. Communicate openly about major concerns, issues or opportunities relating to the Consortium;
- 3.1.4. 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;
- 3.1.5. adopt a positive outlook. Behave in a positive, proactive manner;
- 3.1.6. adhere to statutory requirements and best practice. Comply with applicable laws and standards including EU procurement, data protection and freedom of information legislation;
- 3.1.7. act in a timely manner. Respond accordingly to requests for support;
- 3.1.8. 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 provided for in Appendix 3 to this MoU;
- 3.1.9. act in good faith to support achievement of the Key Objectives referred to in Clause 2 and compliance with these principles set out in this Clause 3.

#### **4. PROJECT GOVERNANCE**

- 4.1. The governance structure defined below provides a structure for the development and delivery of the Consortium's Key Objectives
- 4.2. The Consortium's governance will aim:
  - 4.2.1. to provide strategic oversight and direction;
  - 4.2.2. to be based on clearly defined roles and responsibilities at organisation, group and , where necessary, individual level;
  - 4.2.3. to align decision-making authority with the criticality of the decisions required; and
  - 4.2.4. to provide coherent, timely and efficient decision-making.

#### **4.3. Heads of Service Meeting**

- 4.3.1. The Heads of Service Meeting provides overall strategic oversight and direction to the Consortium.
- 4.3.2. The Heads of Service Meeting shall be managed in accordance with the terms of reference set out in Appendix 2 to this MoU.
- 4.3.3. The remit of the Heads of Service Meeting shall be as set out in Appendix 2..

#### **4.4. Fostering Team Managers Meeting**

- 4.4.1. The Fostering Team Managers Meeting shares best practice and exchanges information about approved foster carers and children looking for foster homes.

4.4.2. The Fostering Team Managers Meeting consists of the fostering team managers from each of the Consortium Members.

4.4.3. The Fostering Team Managers Meeting shall meet every four to six weeks.

#### **4.5. Adoption Team Managers Meeting**

4.5.1. The Adoption Team Managers Meeting shares best practice and exchanges information about approved adopters and children waiting for adoption.

4.5.2. The Adoption Team Managers Meeting consists of the adoption team managers from each of the Consortium Members.

4.5.3. The Adoption Team Managers Meeting shall meet every four to six weeks.

#### **4.6. Special Guardianship Managers Meeting**

4.6.1. The Special Guardianship Managers from each Consortium Member shall meet quarterly to share best practice, policies and procedures.

#### **4.7. Adoption Support Managers Meeting**

4.7.1. The Adoption Support Managers from each Consortium Member shall meet every two months to plan and develop collaborative working initiatives and share best practice.

#### **4.8. Publicity and Recruitment Group**

4.8.1. The publicity and marketing officers of the Consortium Members shall meet every four to six weeks, as required, to:

4.8.1.1. plan and co-ordinate the Consortium's Adoption & Fostering Recruitment Events;

4.8.1.2. discuss methods of improving the publicity and marketing aspects of the service for prospective adoption and foster parents and children; and

4.8.1.3. manage the Consortium's websites.

#### **4.9. Annual General Meeting**

4.9.1. An annual general meeting shall be held in the first quarter of each financial year at a date to be agreed by the Heads of Service Meeting.

4.9.2. The annual report referred to at 4.11.3 shall be agreed at the Heads of Service Meeting and presented at the annual general meeting.

4.9.3. The Heads of Service, Fostering Team Managers, Adoption Team Managers, Publicity Officers, Adoption Support Managers, Special Guardianship Managers and Associate Members shall be invited to attend the annual general meeting.

**4.10. Programme Manager**

4.10.1. The Programme Manager shall attend the Heads of Service Meeting, the Fostering Team Managers Meeting and the Adoption Team Managers Meeting in order to:

4.10.1.1. take the minutes of the meeting; and

4.10.1.2. feedback to the Heads of Service Meeting the minutes taken .

4.10.2. The Programme Manager shall fulfil the primary job function and discharge all the duties and responsibilities outlined in the job description of the Programme Manager as set out at Appendix 4.

**4.11. Reporting**

Consortium reporting shall be undertaken at three levels:

4.11.1. Fostering Team Manager's Meeting and the Adoption Team Manager's Meeting: minutes and actions will be recorded for each Fostering Team Manager's Meeting and the Adoption Team Manager's Meeting. Any additional reporting requirements shall be at the discretion of the Fostering Team Manager's Meeting or the Adoption Team Manager's Meeting.

4.11.2. Heads of Service Meeting: minutes and actions will be recorded for each Heads of Service Meeting.

4.11.3. Organisational: an annual report will be produced each year by the Programme Manager and the Chair of the Heads of Service Meeting. This will include an introduction from the Chair of the Heads of Service Meeting, a report from the Programme Manager, details of the issues and progress made in the various meetings that have taken place throughout the year, information about the associate members, plans for the future, details of the Consortium finances and other matters of relevance.

**4.12. Fourth Authority**

4.12.1. The Fourth Authority shall employ the Programme Manager. The job description of the Programme Manager is set out at Appendix 4.

4.12.2. The Fourth Authority shall manage the finances of the Consortium and shall produce accounts to the Heads of Service Meeting at the end of each financial year.

**4.13. Associate Members**

4.13.1. The Heads of Service may appoint organisations to be associate members to the Consortium ("the Associate Members").

4.13.2. The Associate Members shall be voluntary adoption agencies.

4.13.3. The Associate Members:

4.13.3.1. must be registered with Ofsted;

4.13.3.2. are not involved in the decision making or governance of the Consortium;

4.13.3.3. do not contribute financially to the Consortium;

- 4.13.3.4. are not parties to this MoU; and
- 4.13.3.5. may exchange best practice, knowledge or ideas with the Consortium.

## **5. ESCALATION**

- 5.1. If the nominated representative of any Consortium Member has any issues, concerns or complaints about the Consortium, or any matter in this MoU,

that nominated representative shall notify the other Consortium Members who shall then seek to resolve the issue by a process of consultation. If the issue cannot be resolved in this way within a reasonable period of time, the matter shall be escalated to the relevant Team Managers Meeting, which shall decide on the appropriate course of action to take. If the matter cannot be resolved by the relevant Team Managers Meeting within 28 days of being escalated to them, the matter may be escalated to the Heads of Service Meeting for resolution. If the matter cannot be resolved by the Heads of Service Meeting within 28 days of being escalated to them it shall be escalated to the Assistant Directors of the Consortium Members for resolution.

- 5.2. If any Consortium Member 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 Consortium, the matter shall be promptly referred to the most relevant Team Managers Meeting (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 Consortium, without the prior approval of the Team Managers Meeting (or its nominated representatives).

## **6. INTELLECTUAL PROPERTY**

- 6.1. The Consortium Members intend that any intellectual property created in the course of the work of the Consortium shall be freely available for use by all of the Consortium Members.

## **7. TERM AND TERMINATION**

- 7.1. This MoU shall commence on the date of signature by all parties, and shall continue until terminated in accordance with clause 7.2.

7.2. The Consortium Members may terminate this Agreement on the unanimous agreement of the Heads of Service Meeting.

7.3. A Consortium Member may withdraw from the Consortium upon giving twelve months' notice in writing to all other Consortium Members.

7.4. In the event that a Consortium Member withdraws from the Consortium it shall compensate the remaining Consortium Members for any expenses reasonably incurred by them as a consequence of the withdrawal.

## **8. VARIATION**

8.1. This MoU may only be varied by written agreement of the Consortium Members.

## **9. CHARGES AND LIABILITIES**

9.1. Except as otherwise provided in or under this MoU, each Consortium Member shall bear its own costs and expenses incurred in complying with their obligations under this MoU.

9.2. The Consortium Members agree to share the costs and expenses arising in respect of the Consortium between them in accordance with Appendix 3.

9.3. Each Consortium Member shall remain liable for any losses or liabilities incurred due to its own or its employee's actions and none of the Consortium Members intends that any other Consortium Member shall be liable for any loss it suffers as a result of this MoU.

## **10. STATUS**

10.1. 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.

10.2. Nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any Consortium Member as the agent of the other Consortium Members, nor authorise either of the parties to make or enter into any commitments for or on behalf of the other Consortium Members.

## **11. TERMINATION OF THE EXISTING AGREEMENT**

11.1 The Consortium Members unanimously agree that the Existing Agreement be terminated on the commencement of this Agreement.