



Department
of Health &
Social Care

This Memorandum of Understanding (MOU) for the Accelerating Reform Fund sets out the working relationship and expectations relating to the grant.

The template is for reference only during the EOI stage.

Following the EOI process, the MOU will be agreed with the lead local authority of each consortium, when full instructions will be given.

Text highlighted in yellow indicates fields to be updated for individual MOUs along with the annexes that will need to be completed and agreed.

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE SECRETARY OF STATE FOR HEALTH AND SOCIAL CARE

And

[name of local authority]

**FOR THE PROVISION OF ADULT SOCIAL CARE ACCELERATING
REFORM FUND
FOR THE FINANCIAL YEARS 2023-24 AND 2024-25**



Department of Health & Social Care

This Memorandum of Understanding (which expression shall include the Annexes) (“MoU”) is dated [] 20[]

Between

- (1) Secretary of State for Health and Social Care acting through the Department of Health and Social Care of 39 Victoria Street, London, SW1H 0EU (“DHSC”); and
- (2) [INSERT NAME OF RECIPIENT] of [insert Recipient’s address] (the “Recipient”).

together the “Parties” and each a “Party”.

Background and Policy Context

The Secretary of State for Health and Social Care has determined under Section 31 of the Local Government Act 2003 that a Grant of £XXXXXX should be paid to [name of local authority] (Grant Determination Reference: *****) for the financial years 2023-24 and 2024-25.

The Treasury has consented to payment of this Grant.

1. Purpose of the MOU

1.1. The purpose of the Memorandum of Understanding (“MOU”) is to formalise the working relationship and expectations relating to the Grant of £XXXXXX from DHSC to the Recipient for the Projects.

2. Legal Status

2.1. This MOU establishes the responsibilities of the Parties and the general principles for their cooperation.

2.2. 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 this MOU. The Parties enter into this MOU intending to honour their obligations.

2.3. Neither Party will be authorised to act in the name of, or on behalf of, or otherwise bind the other Party, save as expressly permitted by the provisions of this MOU.

2.4 For the avoidance of doubt, the Recipient shall not be held responsible for other members of Consortium that fail to comply with the terms of this MOU and nor shall it



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accept any financial liability that would adversely impact on other Consortium members without their prior approval (not to be unreasonably withheld or delayed).

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

3. Definitions

In this MOU the following terms shall have the following meanings:

“Activities” means agreed activities set out in Annex A and “Activity” shall be construed accordingly.

“Branding Manual” means the HM Government of the United Kingdom of Great Britain and Northern Ireland ‘Funded by UK Government branding manual’ first published by the Cabinet Office in November 2022 and is available at

<https://gcs.civilservice.gov.uk/guidance/marketing/branding-guidelines/> including any subsequent updates from time to time.

“Commencement Date”: the date on which the Grant is awarded to the Recipient.

“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.

“Consortium”: Consortium consist of local authorities within the geographical area of an Integrated Care Partnership who wish to take forward Projects under the scope of this Grant. Each local authority can only join one consortium, and the Recipient has been nominated from the relevant Integrated Care Partnership Geography.



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“Data Protection Legislation”: 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.

“Eligible Expenditure”: subject to paragraph [13], Eligible Expenditure means the expenditure incurred by the Recipient or any person acting on behalf of the Recipient during the Funded Period in carrying out the Projects.

“Expression of Interest”: the submission made by the Recipient in application for the Grant to deliver the Projects.

“Funded Period”: the period for which the Grant is awarded starting on the Commencement Date and ending on 31st March 2025.

“Grant”: the sum of £XXXXXX to be paid to the Recipient in accordance with this MOU.

“Integrated Care Partnership”: a statutory committee jointly formed between the NHS integrated care board and all upper-tier (county) local authorities that fall within the Integrated Care System area.

“Intellectual Property Rights or IPRs”: copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and any modifications, amendments, updates and new releases of the same and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“Projects”: the projects described in Annex A.

“Proposal”: the Recipient’s delivery plan for the Projects which has been submitted to DHSC through the Expression of Interest.

4. Parties’ Responsibilities

4.1. DHSC shall provide the Grant to the Recipient in accordance with Annex B.

4.2. The Recipient shall not use the Grant to fund activities that do not contribute towards delivery of the Projects the Consortium outlined at EOI, as set out in Annex A, without the prior written approval of DHSC.

4.3. The Recipient will ensure it complies with the terms of all applicable laws in carrying out the Projects including (but not limited to) compliance with the subsidy control regime pursuant to the Subsidy Control Act 2022.



5. Principles of collaboration and the Parties' responsibilities

5.1. The Parties will adopt the following principles ("Principles") at all times in respect of this MoU:

- i. be accountable to each other for performance of their respective roles and responsibilities as set out in this MoU;
- ii. 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;
- iii. comply with the law and best practice, including any relevant Governmental protocols and guidance;
- iv. act in a timely manner;
- v. 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.

6. Liaison between the Parties

6.1. Formal contact between the Parties will be through the MoU Representatives. The MoU Representatives are:

DHSC: [REDACTED].

The Recipient: [REDACTED].

6.2. Either Party may change their MoU Representative at any time by notifying the other in writing.

6.3. The MoU Representatives shall:

- i. meet no more than quarterly (unless DHSC has significant concerns around delivery of this MOU's objectives) at a time and place to be mutually agreed to review the Activities carried out under, and the operation of, this MoU and to address any issues arising from this MoU;
- ii. provide assurance to the Parties that the Activities agreed between the Parties are being undertaken and that work is proceeding in accordance with the Principles; and
- iii. document key decisions in writing.

7. Charges and liabilities



- 7.1. 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.
- 7.2. Both Parties shall remain liable for any losses or liabilities incurred due to their own or their employees' actions and neither Party intends that the other Party shall be liable for any loss it suffers as a result of this MoU.

8. Intellectual Property

- 8.1. Any Intellectual Property Rights that arise from or are developed by either Party in carrying out the requirements of this MOU ("Foreground IPR") shall be vested in and owned by the Crown.
- 8.2. Both Parties will work together to ensure that in the performance of the Activities 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 Activities or to use any Foreground IPR, the Recipient will use reasonable efforts to secure licences for both Parties to use any such Intellectual Property Rights on an irrevocable, royalty-free, non-exclusive basis. Where this is not possible, the Recipient will agree with the Authority such other means to procure the performance of the Activities and use of Foreground IPR without infringing such rights, which may include modification of the Activities to avoid infringement.
- 8.3. Other than as expressly set out in this MOU, neither Party will have any right to use any of the other Party's names, logos or trademarks on any of its products or services without the other Party's prior written consent.

9. Freedom of Information and Communications to the Public

- 9.1. Each Party will provide to the 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 consult the other Party 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 in relation to this MoU.
- 9.2. The requirements in this paragraph [9] and paragraph [10] (Confidential Information) below are subject to any Government requirements as to transparency which may apply to either or both Parties from time to time.
- 9.3. DHSC will be responsible for handling media inquiries relating to the Activities under this MoU. Each Party will seek the other Party's approval before publishing any information resulting from the use of exchanged data received from the other Party.



10. Confidential Information

- 10.1. Each Party understands and acknowledges that it may receive or become aware of Confidential Information of the other 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 Projects or otherwise.
- 10.2. Except to the extent set out in this paragraph 10 or where disclosure is expressly permitted elsewhere in this MoU (such as disclosure to other Consortium members in the delivery of this MOU), each Party shall treat the 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, neither Party will do anything that may place the other Party in breach of a duty of confidence owed to a third party. A Party receiving Confidential information shall not disclose Confidential Information to any non-Crown bodies without the prior consent of the other Party.
- 10.3. The obligations of confidentiality in this paragraph [10] shall continue in force notwithstanding termination of this MoU.
- 10.4. Nothing in this paragraph [10] shall prevent DHSC disclosing any Confidential Information obtained from the Recipient:
- 10.4.1. for the purpose of the examination and certification of the DHSC's accounts and/or pursuant to section 6(1) of the National Audit Act 1983;
 - 10.4.2. to any government department, consultant, contractor or other person engaged by DHSC, provided that DHSC only discloses information which is necessary for the purpose concerned and obtains appropriate confidentiality undertakings in relation to such information; and/or where disclosure is required by Law, including as described in paragraph 9.

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 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. Reporting and Evaluation

- 12.1. The Recipient will work with DHSC and any other third parties (including an evaluation partner/the Social Care Institute for Excellence and/or any other party as may be identified and notified in due course by DHSC) to provide the necessary information and data to enable monitoring and evaluation of progress against the aims and outcomes of the Projects.
- 12.2. The Recipient will report to DHSC and/or any other third party (as may be identified and notified in due course by DHSC) through mid (July 2024) and end (April 2025) grant reports, or at such other intervals the Parties shall agree (acting reasonably and without delay), on delivery of the projects included in the EOI. This will include an update on delivery and a summary of the impact of implementation. Further detail will be set out in due course by DHSC and/or the evaluation partner (as shall be identified and notified in due course).
- 12.3. The Recipient will be expected to cooperate with DHSC and/or any other third parties (as may be identified and notified in due course by DHSC) to share necessary information, data and/or learnings with other Consortia regarding the delivery of the Projects and lessons learned.
- 12.4. DHSC will monitor Grant expenditure through mid and end grant reports or at such other intervals as DHSC may deem necessary (acting reasonably) if there are significant concerns around delivery of the Projects.
- 12.5. By the 21 April 2025, the Recipient will submit a final statement of Grant usage to DHSC (XXXXXX@dhsc.gov.uk) relating to all Eligible Expenditure linked to the Projects undertaken by 31/03/2025. The final statement of the Grant usage must be certified by the Recipient's Chief Executive (or equivalent) in format set out in Annex C.
- 12.6. The Recipient will report as soon as reasonably practicable any instances of fraud they detect to DHSC.
- 12.7. DHSC acknowledges that the delivery of some parts of the Projects may continue beyond 31 March 2025. DHSC will work with the Recipient for up to three months beyond 31 March 2025 to capture outstanding benefits realised and evidence generated through the Grant.

13. Eligible Expenditure

- 13.1. Subject to paragraph 13.2 Eligible Expenditure must be disaggregated and classified as revenue expenditure (on assets that deliver an economic benefit beyond one year).



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13.2. Costs which do not meet the definition of Eligible Expenditure include, but are not limited to, the following:

- i. contributions in kind
- ii. payments for activities of a political or exclusively religious nature
- iii. depreciation, amortisation or impairment of fixed assets owned by DHSC
- iv. input VAT reclaimable by DHSC from HM Revenue & Customs
- v. interest payments or service charge payments for finance leases
- vi. gifts, other than promotional items with a value of no more than £10 in a year to any one person
- vii. entertaining (Entertaining for this purpose means anything that would be a taxable benefit to the person being entertained, according to current UK tax regulations)
- viii. statutory fines, criminal fines or penalties
- ix. expenditure not related to adult social care services.

13.3. The Recipient must not deliberately incur liabilities for Eligible Expenditure before there is an operational need for it to do so.

13.4. For the purpose of defining the time of payments, a payment is made by the Recipient when money passes out of its control (or out of the control of any person acting on behalf of the Recipient). Money will be assumed to have passed out of such control at the moment when legal tender (or equivalent contracting arrangement) is passed to a supplier (or, if wages, to an employee), when a letter is posted to a supplier or employee containing a cheque, or an electronic instruction is sent to a bank to make a payment to a supplier or employee by direct credit or bank transfer.

14. Breach of Expectations and Recovery of Grant funding

14.1. If the Recipient fails to comply with any of the MOU criteria, or if any of the events set out in paragraph 14.2 occurs, DHSC may reduce, suspend or withhold funding payments.

14.2. The events referred to in paragraph 14.1 are:

- i. the Recipient purports to transfer or assign any rights, interests or obligations arising under this MOU without the prior agreement of DHSC;



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- ii. any information provided in the Expression of Interest submitted by the Recipient for Grant payable under this MOU, or in any subsequent supporting correspondence is found to be significantly incorrect or incomplete in the opinion of DHSC;
- iii. it appears to DHSC that other circumstances have arisen or events have occurred that are likely to significantly affect the Recipient's ability to achieve the outputs, activities, milestones and targets set out in the expression of interest;
- iv. the Recipient's Chief Internal Auditor is unable to provide reasonable assurance that the statement of Grant usage, in all material respects, fairly presents the eligible expenditure in the funded Period in accordance with the definitions and expectations in this MOU; or
- v. The Recipient fails to deliver the Projects in line with the Proposal at Annex A.

14.3. If any overpayment is made under this Grant or any amount is paid in error, DHSC may reduce, suspend or withhold funding payments or require the repayment of the whole or any part of the monies paid, as may be determined by DHSC and notified in writing to the Recipient.

14.4. Such sum as has been notified will immediately become repayable to DHSC.

15. Resolution of disputes

15.1. 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 (at Director level):

For DHSC: [insert]

For the Recipient: [insert]

16. Term and Termination

16.1. This MOU shall commence on the Commencement Date and (subject to earlier termination on the terms of this MOU) shall continue for the duration of the Funded Period which may be extended by the written agreement of the Parties.

16.2. This MoU may be terminated by either Party at any time by giving at least three months written notice to the other Party.



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16.3. A Party terminating this MoU will give as much notice as reasonably possible and will offer all reasonable assistance to ensure an effective handover of Activities, if required, and to mitigate the effects of termination on the other. In particular, a Party terminating this MoU shall take reasonable steps to ensure the other Party is not put at risk of action for breach of any statutory or other legal obligations as a result of terminating this MoU. This will include compliance with the further specific handover requirements set out below.

16.4. The Recipient shall co-operate fully with DHSC during any handover arising from the expiry or termination of this MoU. Such co-operation shall extend to allowing full access to, and providing copies of, all documents, reports, summaries and any other information necessary, within legal constraints, to DHSC or such other third party (or parties) authorised to take over all or part of the Activities in order to achieve an effective transition without disruption to routine operational requirements.

17. Financial Consequences of exit from the MoU by an individual Party

17.1. On termination of this MoU, a financial adjustment will be agreed according to the principle that DHSC will only be obliged to pay for Eligible Expenditure performed in accordance with the provisions of this MOU up to the date of termination (and upon termination the Recipient shall provide a final report detailing the Grant expenditure).

17.2. Where DHSC has paid any sums in advance, the Recipient will promptly arrange for repayment of amounts it has received in respect of the Projects and not yet expended (such amounts to be agreed with DHSC based on the final report provided further to the above paragraph 1717.1).

18. Amendment of this Memorandum of Understanding

Amendments to this MOU may only be made with the written consent of both Parties.

19. Details for correspondence

Local authority (the Recipient) to complete this section

Name:	
Position:	
Address:	
Email:	



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Name:	
Position:	
Address:	Department of Health & Social Care Victoria Street London SW1H 0EU
Email:	

20. UK Government Branding

- 20.1. If the Funding Recipient wishes to use the ‘Funded by the UK Government’ branding they shall at all times during and following the end of the Funded Period:
- i. comply with requirements of the Branding Manual in relation to the Projects; and
 - ii. cease use of the Funded by UK Government logo on demand if directed to do so by DHSC.

21. Miscellaneous

21.1. 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 either Party from participating in similar activities or arrangements with other entities.

22. SIGNATORIES

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

Signed for and on behalf of the Secretary of State for Health and Social Care

Signature:

Name:

Position:

Date:



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Signed for and on behalf of []

Signature:

.....

Name:

Position:

Date:



ANNEX A – PROJECT PROPOSAL SUBMITTED AT EOI

ANNEX B – Grant Funding

Grant Terms

- A. DHSC will provide the Grant for the Projects to the Recipient in accordance with the process described in paragraph B of this Annex B.
- B. The first payment will be made in March 2024 for 2023/24. The second tranche of Grant payment will be provided in 2024/25. Payment amounts are detailed in the below table.
- C. The second tranche of Grant payment will be conditional on the Recipient completing mid-grant reporting, details to be set out in due course.
- D. The Recipient will notify DHSC as soon as is reasonably practicable should an underspend be forecast.
- E. The Recipient will have a proactive and up to date counter fraud policy that is able to prevent, detect and correct instances of fraud. DHSC should be notified as soon as is reasonably practicable in suspected and actual cases of fraud.
- F. The Grant should only be spent on Eligible Expenditure to support the Projects during the Funded Period. Any changes to the Proposal outlined in Annex A should be aligned to the criteria for accessing the Grant and DHSC should be notified.
- G. The Lead Local Authority on behalf of the Consortium shall account for the monies within their financial accounts utilising the most appropriate and relevant accounting policy and legislation.

Grant Allocation

Your Grant allocation is £XXXXXX to be spent within the Funded Period in accordance with the Expression of Interest and this MOU.

Payment Dates	Payment Amount
23/24 payment [DATE]	£XXXXXXXX
24/25 payment [DATE]	£XXXXXXXX
Total	£XXXXXXXX



ANNEX C – Statement of Grant Usage (SOGU) Template

FINANCIAL YEAR PERIOD - ENDING 31/ 03/ 2025

Project Name: Adult Social Care Accelerating Reform Fund

Please use this form to provide a final statement of Grant usage.

This Statement should be submitted to DHSC within a week of receipt.

Contact Details

Name of Recipient

Recipient Address

Name and telephone number of person to whom queries about this Statement can be made

Grant Reference Number: *****

Please complete the following table, to the nearest £1.

Amount of Grant received (£)	Actual eligible expenditure	Reason for any difference
Revenue	Revenue	
£XXXXXXXX	£XXXXXX	

Complete the certification before returning.

Certification

I certify that to the best of my knowledge and belief the above information gives a complete and accurate record of the Eligible Expenditure as stated in the award letter in relation to Grant received from Department of Health & Social Care for the above Projects and that we have taken steps to ensure that we would be in a position to repay the Grant if we breach the Grant expectations set out in the Memorandum of Understanding between the Secretary of State for



Department
of Health &
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Health and Social Care and [name of lead local authority] for the provision of the Adult Social Care Accelerating Reform Fund for the financial years 2023 – 2024 and 2024-2025.

Signed by the Recipient's the Chief Executive (or equivalent).

Signature:

Name: (BLOCK CAPITALS):

Job Title:

Date: