



MEMORANDUM OF UNDERSTANDING

BETWEEN

**Social Care and Social Work Improvement Scotland
(the Care Inspectorate)**

AND

**Institute for Research and Innovation in Social Services
(Iriss)**

This Memorandum of Understanding (MoU) is made between:-

- (1) **Social Care and Social Work Improvement Scotland (the Care Inspectorate)** established by section 44(1) of the Public Services Reform (Scotland) Act 2010 (the 2010 Act); and the
- (2) **Institute for Research and Innovation In Social Services (Iriss)** a company limited by guarantee (registration number SC313470) and a registered Scottish charity (number SCO037882)

1.0 Background and Purpose

- 1.1 The Care Inspectorate and Iriss are committed to continuous improvement in Scotland's social care and social work services.
- 1.2 The purposes of this MoU are to: -
 - promote a common understanding of the role and functions of each organisation and their objectives and working procedures;
 - promote co-operation between the Care Inspectorate and Iriss and their staff;
 - emphasise and strengthen the mutual commitment of both organisations to promoting positive outcomes for those who access social care and social work services;
 - increase the effectiveness of both organisations through a sharing of influence, information and relevant intellectual and practical resources;
 - ensure appropriate consultation on matters of mutual interest.
- 1.3 This MoU does not affect existing statutory functions or amend any other policies or agreements relating to the activities of the Care Inspectorate and Iriss.
- 1.4 This MoU is not a contract and is not legally enforceable. However, the Care Inspectorate and Iriss agree to adhere to its principles and show proper regard for each other's activities, all so far as is consistent with ensuring compliance with their respective activities.

2.0 The Parties to this MoU

2.1 The Care Inspectorate

The Care Inspectorate is a non-departmental public body. It was established under section 44(1) of the 2010 Act as an independent organisation responsible for the scrutiny and improvement of social care, social work and child protection services in Scotland. It is accountable to Scottish Government Ministers and both its Board and Senior Management Team set out its strategic direction. The Care Inspectorate has a general duty of furthering improvement in the quality of social services. It has a number of duties and powers specified in the 2010 Act and regulations made thereunder.

2.2 Iriss

The Institute for Research and Innovation in Social Services (Iriss) is a company limited by guarantee (registration number SC313470) and a registered Scottish charity (number SC037882). It is governed by a Strategic Board and chaired by an independent Chairperson. The mission of Iriss is to promote positive outcomes for the people who use Scotland's social services by enhancing the capacity and capability of the social service workforce to access and make use of knowledge and research for service innovation and improvement. Its vision is of a high quality, continually improving social services sector renowned for its effective use of knowledge and research-based innovation. The key outcomes to which Iriss works are to:

- Embed a culture of collaboration, open to new ideas
- Ensure everyone has the knowledge, tools and skills to use evidence effectively and to innovate
- Place people at the centre of the design of services and support

3.0 Information Sharing

3.1 Information exchanged by both parties under the terms of this MoU is not a disclosure under the Freedom of Information (Scotland) Act 2002.

3.2 The Care Inspectorate and Iriss will not disclose information received under the terms of this MoU to any other person or body without the consent of the disclosing party. If however, the request is made under the Freedom of Information (Scotland) Act 2002 we will make a decision based on its legislative requirements and consult with the disclosing party before releasing.

- 3.3** Both the Care Inspectorate and Iriss will ensure that any disclosure of information under the terms of this MoU is carried out in a manner that is efficient, proportionate and fully compliant with the law including the Data Protection Act 1998, the General Data Protection Regulation (Regulation (EU) 2016/679), the Freedom of Information (Scotland) Act 2002, the Human Rights Act 1998 and the common law duty of confidentiality.

4.0 Specific Areas for Collaboration

Based on the mission and vision of the respective organisations, the Care Inspectorate and Iriss have identified the following non-exhaustive list of areas on which they may collaborate and consult from time to time with the agreement of both organisations:-

- They may consult with each other in the formulation of their respective Corporate/Strategic Plans
- Iriss may consult the Care Inspectorate in the planning of any future projects
- Iriss may assist the Care Inspectorate in scoping and producing terms of reference for any research projects the Care Inspectorate may wish to commission from third parties
- The Care Inspectorate may promulgate the work of Iriss through the Care Inspectorate “Hub” (a microsite containing a central library of resources including publications, policy and legislation in the social care sector, good practice guidance and case studies, news and useful links)
- Iriss may promulgate the Care Inspectorate Hub through its various networks and communication channels
- Iriss may take on identified development projects on behalf of the Care Inspectorate
- They may share public reports (with the exception of Care Inspectorate inspection reports relating to individual care services) before publication by both organisations

5.0 Intellectual Property Rights

- 5.1** The Care Inspectorate agrees where appropriate to grant a licence, on terms and conditions to be agreed, to Iriss to use, modify and publish for non-commercial educational purposes, Content owned by the Care Inspectorate. The Care Inspectorate may freely use Content owned by Iriss under the terms and conditions specified in the Creative

Commons licence attached to that Content. Re-use or modification outwith the terms of said licence will be subject to agreement between Iriss and the Care Inspectorate.

- 5.2** Content means educational materials in which the relevant party owns the intellectual property rights.
- 5.3** The intellectual property rights in the Content will remain the property of the party which owns it.

6.0 Points of Contact

- 6.1** The point of contact for the Care Inspectorate for the purpose of this MoU shall be the Head of Improvement Support.
- 6.2** The point of contact for Iriss for the purpose of this MoU shall be the Director.
- 6.3** The points of contact will ensure that any general information, intelligence, announcement or warning that either the Care Inspectorate or Iriss considers will impact directly on the other should be brought to the attention of the other and disseminated appropriately within both organisations.
- 6.4** The relevant points of contact will also be available to provide general advice about each other's organisation and procedures.

7.0 Policy development and liaison

- 7.1** Both organisations recognise there may be areas where it will be possible to work together on the development of similar policy. An example of this could be in regard to service user participation methods.
- 7.2** Both organisations will also collaborate on external communications or handling external media interest where appropriate, for example with regard to publicising and promoting materials in which either party has a direct interest as author or publisher.
- 7.3** The organisations will collaborate on an annual basis in relation to project specification, partnerships required, workload distribution and required communications.

8.0 General

8.1 Whilst it is intended that the arrangements in this MoU should apply generally, it is recognised that some circumstances will require special handling. Nothing in this MoU prevents the making of arrangements to meet specific exceptional needs.

8.2 Any disagreement arising from the interpretation of this MoU will be referred to the Care Inspectorate's Executive Director of Strategy and Improvement and the Director of Iriss, who will endeavour to resolve it within the spirit implicit in the co-operation arrangements. The MoU will be amended if necessary to reflect the agreed outcome of the referral.

8.3 The MoU will be reviewed every three years.

9.0 Signatures

For and on behalf of the Care Inspectorate

Signature.. 

Designation... Executive Director of Strategy and Improvement.....

Date.. 14/13/2018

For and on behalf of Iriss

Signature 

Designation..... Director.....

Date.. 7/4/18

