

11/0618

MEMORANDUM OF UNDERSTANDING

between

Devon County Council,
The Devon and Cornwall Police,
Teignbridge District Council,
East Devon District Council,
West Devon Borough Council
and
Exeter City Council

Provision of Crowdfunding Pilot Devon - Project

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THIS AGREEMENT is dated [DATE]

PARTIES

- (1) The parties to this memorandum of understanding **MoU** are:
- (2) **Devon County Council** of County Hall, Topsham Road, Exeter, Devon, EX2 (**Devon County Council**).
- (3) **Devon and Cornwall Police (the Police hereafter)**
- (4) **Teignbridge District Council (TDC hereafter)**
- (5) **East Devon District Council (EDDC hereafter)**
- (6) **West Devon Borough Council (WDBC hereafter)**
- (7) **Exeter City Council (ECC hereafter)**

1. BACKGROUND

- 1.1 Devon County Council, the Police and the above listed District/City Councils have agreed to work together on the following project, which is further detailed in the Annex attached to this MoU:
 - (a) The commissioning and pilot of a crowdfunding platform for the administrative area of Devon County Council
(the **Project**).
- 1.2 The parties wish to record the basis on which they will collaborate with each other on these Project. This MoU sets out:
 - (a) the key objectives of the Project;
 - (b) the principles of collaboration;
 - (c) the project management 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 the attached Annexes to this MoU (**Key Objectives**).

3. PROJECT MANAGEMENT

- 3.1 The Project will be managed as set out in the appropriate Annex.

4. PRINCIPLES OF COLLABORATION

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 and timely. Communicate openly and in a timely way 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.
- (g) to share performance data and financial information relevant to delivery of the services.
- (h) act in a timely manner. Recognise the time-critical nature of the Project and respond accordingly to requests for support;
- (i) manage stakeholders effectively;
- (j) deploy appropriate resources. Ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this MoU.
- (k) act in good faith to support achievement of the Key Objectives and compliance with these Principles.

5. ROLES AND RESPONSIBILITIES

5.1 The parties shall undertake the following roles and responsibilities to deliver the Project:

Activity	Devon County Council	The Police and the District/City Councils
The commissioning and piloting of a crowdfunding platform for the administrative area of	Lead	Assure

Devon County Council		
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5.2 For the purpose of the table above:

Lead: the party that has principal responsibility for undertaking the particular task, and that will be authorised to determine how to undertake the task. The Lead must act in compliance with the Objectives and Principles at all times, and consult with the other party in advance if they are identified as having a role to Assure the relevant activity;

Assure: the party that will defer to the Lead on a particular task, but will have the opportunity to review and provide input to the Lead before they take a final decision on any activity. All assurance must be provided in a timely manner. Any derogations raised must be limited to raising issues that relate to specific needs that have not been adequately addressed by the Lead and/or concerns regarding compliance with the Key Objectives and Principles.

Critical Friends: In addition, and with agreement by partners, this partnership shall work with the Voluntary and Community Sector Infrastructure bodies (The 8 Community and Voluntary Services (CVSs) and Devon Communities Together) to act as a critical friend to the partners and this project, providing sector views and comment for our consideration in relation to our approach to the development of the crowdfunding platform and pilot.

Key decisions relating to the project will be made through a Steering Group of the partners – see appendices for terms of reference

6. DISPUTE RESOLUTION AND ESCALATION

6.1 If either party has any issues, concerns or complaints about the Project, or any matter in this MoU, that party shall notify the other party and the parties shall then seek to resolve the issue by a process of consultation. If either 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 relevant nominated representative. 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 relevant nominated representative.

7. TERM AND TERMINATION

7.1 This MoU shall commence on the date of signature by all parties, and shall expire on completion of the Project.

7.2 Any one of the partners agreeing to this agreement may terminate this MoU by giving at least twelve months' notice in writing to the other party at any time.

8. VARIATION

This MoU, including the Annexes, may only be varied by written agreement of all the partners agreeing to this agreement.

9. CHARGES AND LIABILITIES

9.1 Except as otherwise provided, the parties shall each bear their own costs and expenses incurred in complying with their obligations under this MoU.

9.2 The parties agree to make payments to each other in accordance with the payment schedules within the relevant attached Annexes. All amounts due under this MoU shall be paid in full without any set-off, counterclaim, deduction or withholding.

9.3 All parties shall remain liable for any losses or liabilities incurred due to their own or their employee's actions and neither party intends that the other party 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 the 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 either party as the agent of the other party, nor authorise either of the parties to make or enter into any commitments for or on behalf of the other party.

11. 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 for and on behalf of DEVON
COUNTY COUNCIL

Signature:
Name: Simon Kitchen
Position: Head Of Communities
Date:

Signed for and on behalf of THE
POLICE

Signature:
Name: Emma Webber
Position: Senior Coordinator Citizens in Policing
Date:

Signed for and on behalf of TDC

Signature:
Name: Kay OFlaherty
Position:
Date:

Signed for and behalf of EDDC

Signature:
Name: Sulina Tallack
Position:
Date

Signed for and behalf of WDBC

Signature:
Name: Nadine Trout
Position: Commissioning Manager
Date

Signed for and behalf of ECC

Signature:
Name: Dawn Rivers
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Contact Points

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Annex A. Provision of Crowdfunding Support - Devon

1. Introduction

Devon is the third largest county in England, covering 2,534 square miles. The county has over 750,000 residents, with a higher proportion of older people than the national average. It is also one of the most sparsely populated counties, with few large settlements and a dispersed rural population. There are 28 market towns and the city of Exeter, with a population of approximately 110,000 people.

- An ageing population which is also growing faster than the national average, increasing future demand for health and care services
- New towns such as Cranbrook and new housing developments in existing towns with a young population structure very different to the rest of Devon, and a different set of challenges relating to health-related behaviours, child health and sexual health and certain crimes. Community development and preventive approaches will be vital in these areas
- Increasing financial pressures affecting local authorities, police forces, Clinical Commissioning Groups and other agencies requiring changes to traditional patterns of service provision to ensure health and care services, and other front line services remain accessible and affordable
- A configuration of local authority and health organisations more complex than most other counties, with two-tier local authorities, and Clinical Commissioning Groups crossing local authority boundaries. This creates extra challenges in terms of the continuity of services, planning and effective partnership working
- A sparse and predominantly rural population, creating additional challenges around access to health and care services and the need for sophisticated models of home-based care, outreach and work to reduce social isolation. The effective utilisation of local resources, voluntary / community organisations and community assets will be critical
- Patterns of deprivation marked by isolated pockets and hidden need within communities and higher levels of rural deprivation, with groups experiencing health inequalities likely to be geographically dispersed. This creates additional challenges when addressing health inequalities and targeting services to those most in need. Rural deprivation can lead to an increased fear of crime and it is important for communities to work together to increase their resilience and support to one another.
- A disparity between the quality of indoor and outdoor environments in Devon. According to the Indices of Deprivation 2015 over half the Devon population (54.55%) live in areas in the most deprived 20% in England for the quality of the indoor environment (decent homes standard and central

heating), with no areas in the most deprived 20% in England for the quality of the outdoor environment (air quality and road traffic accidents affecting pedestrians and cyclists). Housing has a direct impact on health with poor housing leading to an increased risk of cardiovascular and respiratory disease, as well as anxiety and depression

- Average earnings below the national average and house prices and cost of living above the national average contribute to a number of issues including food poverty, homelessness, mental health and wellbeing, and fuel poverty. In some cases this can lead to increases in certain types of criminality
- The need for a focus on prevention at all stages of the life course aimed at improving health in later life for all, as well as narrowing the 10 to 15 year gap in health status between those living in the most deprived and least deprived areas. This will be critical to addressing the demographic and financial pressures that local organisations are facing
- The need for a focus on mental health and wellbeing throughout the life course with a particular emphasis on groups and geographic areas where outcomes are comparatively poor and socio-economic deprivation, and an understanding of the relationship between mental and physical health
- Where there are members of the population experiencing mental health issues we know this impacts on calls for service on the police due to increased vulnerability, concern for welfare and feelings of isolation
- High levels of social isolation resulting in loneliness, which whilst most common on the older population, is evident in younger age groups, minority groups and people who are geographically isolated. This has an immediate impact on mental health and wellbeing and a long-term impact on general health. . It also has an impact on calls for service to the police.
- Improvements in relation to health-related behaviours in younger age groups are not mirrored in older age groups, and considerable variations exist by sex, deprivation and other social and economic factors. These changing patterns of smoking, excess weight, physical activity, diet, alcohol, drug use and other behaviours should directly inform the planning of future interventions
- The growing number of people with long-term conditions, sensory impairment, dementia, cancer and other health problems. This requires a particular focus on those living with multiple health conditions, as traditionally health systems have been largely configured for individual diseases rather than multi-morbidity
- Growing levels of severe frailty in the population. Whilst frailty increases with age, signs of mild frailty can appear in people in the 20s and 30s, and more severe frailty in people in their 40s, 50s and 60s, with an earlier onset in more deprived areas. The detection of the early stages of

frailty (known as pre-frailty) is important as the progression from pre-frailty to severe frailty typically takes 10 to 20 years, providing a window of opportunity to slow or ameliorate this progression. The detection of frailty in primary and community care, the early identification and treatment of disease, prevention, and the targeting of groups who are likely to be most affected are vital

- The Devon population is diverse in its needs and inequality can take many forms, resulting in differing health and care needs to which health and care commissioners need to respond.
- The police aim to remain accessible, responsive, informative and supportive. Local policing teams and volunteers are key to achieving this by connecting with communities to identify and support vulnerable people, prevent harm and increase community resilience,

2. Background

The Devon focussed crowdfunding platform commissioners/funding partners, Devon County Council (DCC) , the Devon and Cornwall Police (The Police) , Teignbridge District Council (TDC), East Devon District Council (EDDC) , Exeter City Council (ECC) and West Devon Borough Council (WBDC), wish to use crowdfunding as a mechanism to enable people, communities and organisations to improve local places and communities , increase investment in the county and leverage budgets. By taking this approach there is an enormous opportunity to use the creativity and resources of people, communities and organisations within and outside Devon to make places which are truly created and supported by the local community.

The Devon focussed crowdfunding platform commissioners/funding partners, DCC, The Police, TDC, EDDC, ECC and WBDC, have several funds that they may wish to deploy via the crowdfunding platform, such as but not limited to:

Town and Parish Fund / Communities Together Fund

<https://new.devon.gov.uk/democracy/councillors-nav/town-and-parish-fund/>

Locality Budget

<https://new.devon.gov.uk/democracy/councillors-nav/locality-budgets/>

Police Community Resilience Fund (Name to be confirmed)

Councillors' Community Fund

<https://www.teignbridge.gov.uk/community-and-people/communities/community-funding/councillors-community-fund/>

2.1 The funding partners require a bidder to assist them in:

- enabling communities and organisations to connect, promote and publish legitimate grass root project proposals, such as, but not limited to: local innovative ideas, solutions, infrastructure and events that need funding (and sometimes wider support).

- enabling people and other potential funders to access and review any published project proposals and then fund it in full or in part if they choose to do so.
- facilitating local sharing of innovation and increase locally generated funding.
- allowing them and other partners to utilise the technology required as a way of making citizens aware of appropriate funding available.
- enabling a community led, transparent and democratic opportunity to not only generate and promote local ideas; but for communities to determine which of these ideas are best prioritised and funded.
- determining if the above can be achieved with reduced administrative burden but increased exposure to successful local projects and real time insight into the benefits and outcomes of our (and other's) funding.

3 Outcomes

The successful crowdfunding platform provider will:

- provide an online web-based digital crowdfunding platform which will enable and support people, communities and organisations to publish, promote, support and/or fund local community development projects which will enhance or make a difference to communities in Devon; aligning and connecting these projects to the strategic priorities of funding partners and sources also using the platform.
- through its crowdfunding offer, provide awareness raising and support, help develop a citizen-led culture which increases the role of individuals, community groups and organisations to identify, create, fund and deliver civic projects that improve Devon.
- provide help and support for funding organisations and sources to be more connected with and responsive to public mood when making decisions to fund projects.
- provide a crowdfunding platform and associated offer that helps and supports Devon people, communities and organisations to better understand, use and embrace crowdfunding to make more effective use of resources by attracting and/or leveraging funding sources.
- offer an online, intuitive platform for people, communities and funding organisations and bodies to administer funding programmes
- provide appropriate training, awareness raising and support to key stakeholder groups, especially within funding partner organisations, and the infrastructure bodies within the voluntary and community sector.

- demonstrate that the platform and offer has helped to create more resilient and cohesive communities by empowering residents and community groups to drive and deliver their own local community development projects.

4 Requirements

A Devon focussed crowdfunding platform (the platform), covering at least the administrative area of Devon County Council as a minimum.

The platform must 'go live' by 01/06/18.

The platform will be in place initially for 12 months with the option to extend the contract for a further 2 x 12 month extensions, as determined by the platform funding partners.

The funding partners (DCC, The Police, TDC, WDBC, ECC and EDDC) and other organisations who may join us later, e.g. the other remaining 4 District Councils (i.e. South Hams, Torridge, North, and Mid-Devon), can access and use the platform, independently of each other, other funders and securely through separate secure login functionality, to promote their available funding streams on the platform and to deploy such funding streams to projects on the platform.

A crowdfunding platform which:

- is intuitive and requires minimal training to use
- must comply with the requirements of General Data Protection Regulations (GDPR) 2018
- ensures all data created, held and processed via your crowdfunding platform is stored and serviced in the EU and/or complies with all EU agreements and requirements.
- ensures project initiators, funding partners and commissioners are able to access the crowdfunding platform in a secure and lawful way, notifying funding partners of any technological aspects of the crowdfunding platform that needs to be tested with or installed within users' IT systems, for example, such as a required 'plug-in' within funding partners' web browsers.
- can be accessed from multiple devices.
 - permits the platform funding partners to access the platform and utilise the system's functionality and data, in particular to analyse and evaluate the system's value add and impact throughout the contract and whether it has attracted and leveraged external funding
 - can demonstrate good governance and due diligence processes are in place in relation to projects seeking to use the platform to secure funds from third parties; using clear processes and undertaking the required checks to ensure proposed projects are verified and validated as bona fide projects at the pre-funding and post-funding stages of a hosted project.

- possesses the required functionality to evaluate and report on the impact and value of the platform against the above outcomes, to the platform funding partners at regular intervals e.g. quarterly, six monthly and year end.

The provider of the crowdfunding platform will:

- Work with and supports the platform funding partners to align to and become 'crowdfunding' compatible and ready, in terms of co-designing key processes by go live, e.g. key communication plans and application, eligibility, assessment and funding processes.
- Ensure initial and ongoing awareness raising, promotion and marketing of the crowdfunding concept and of the crowdfunding platform and the stimulation of ideas with the people, communities, elected members, organisations of Devon and other interested stakeholders (in and outside Devon) who either have potential projects to promote on the platform and /or who have funds to deploy via the platform.
- Work with and support platform funders and associated key stakeholders (e.g. Officers, elected Members (3 tier authority structure), Voluntary & Community Sector infrastructure bodies) to raise their knowledge, skills, awareness and confidence to use, support and champion crowdfunding across Devon.

Initial Pilot - Funding of the Crowdfunding Platform

Subject to the outcome of the Request for Quote, and for simplicity, the Police and DCC , as county-wide organisations, will seek to fund (up to a maximum of £15,000 per organisation) the procurement of the crowdfunding platform/system for the initial pilot year only, with District partners identifying resources to help to develop the platform for 'go live', and any ongoing maintenance of the pages throughout as well as promoting and using the platform, i.e. identifying and deploying District held grant funding pots via the platform – such as but not limited to Community Grants, Councillor locality budgets and grants, the Communities Together Funds.

How the crowdfunding platform is paid for after the initial one year pilot is open for discussion and will form part of the end of year review of the pilot, to be carried out by the partners.

TERMS OF REFERENCE (ToR): Provision of Crowdfunding Support - Devon Steering Group








OBJECTIVES :

- Accountable for success of the project.
- Responsible for strategic direction and management - providing strategic steer, influencing implementation and development
- Authorise commitment of resources.
- Identify links, interdependencies and constraints and respond to them.
- Provide leadership, direction, accountability and management of risks and issues.
- Apply expert challenge, advice and support
- Report progress to respective partners's organisations and stakeholders.
- Timely updates to the Leaders of the respective partners .
- Raise the profile of the project with key leaders, decision and policy makers, stakeholders - locally, regionally and nationally.
- Approve and review membership of the Steering Group and Project Team.
- Review and approve any plans and recommendations.
- Evaluate ongoing and year end performance and review and produce an end of project report.
- Assure delivery and acceptance criteria met.
- Decide on project closure and/or continuation.



ATTENDEES :

- Lead and Assure Partner representatives and Critical Friends as outlined in the Memorandum of Understanding (MOU)
- Others as required from time to time, as agreed by Steering Group Partners, e.g. platform provider

	<p>FREQUENCY / DURATION / VENUE / CHAIR / REVIEW:</p> <p>Frequency: fortnightly (initially) and subject to ongoing review</p> <p>Duration: 2-3 hours max.</p> <p>Venue: Partners host rota, or held via Skype / Audio Conference.</p> <p>Chair: Rotational.</p> <p>Proxies: Permitted with decision-making rights.</p> <p>Extraordinary Meeting By any member if quorum met.</p> <p>Review: ToR to be reviewed in 4 months.</p>		<p>REGULAR AGENDA ITEMS :</p> <ul style="list-style-type: none"> • Review previous key decisions/actions log. • Review progress, risks and issues. • Agree communication plans. • Review membership of group / project team. • Any other business. • What went well – it would be better if... 	
	<p>INPUTS:</p> <ul style="list-style-type: none"> • Attendance of members at meeting. • Previous key decisions / actions. • Progress, risk and issues reported. • Agenda items and any papers for discussion. • Communication plan. • Sharing of relevant information. • Communication from all participants. • Communication from potential partners. 		<p>OUTPUTS:</p> <ul style="list-style-type: none"> • Updated key decisions / actions log. • Distribution of above log. • Updated communication plan, risk and issues • Communication outputs 	 <p>GROUND RULES:</p> <ul style="list-style-type: none"> • Agenda items/papers sent out 3 working days before meeting. • Start and finish the meeting on time. • All members can raise agenda items / papers. • Respect other people's opinions. • Confidentiality. • Fully accessible, especially in terms of venue and papers. • Group only in existence for life of project. • Updated key decisions / actions log sent out 5 working days after meeting. • Quorum: 3 partners minimum (to

					include DCC & Police) attending to be an authorised and valid Steering Group.
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