

MEMORANDUM OF UNDERSTANDING

Royal Mencap Society ("Mencap")

-and-

The Members of the Disabled Children's Partnership ("DCP")

This Memorandum of Understanding (MOU) sets out the expectations and understanding between Mencap and the members of the DCP to provide assurance of and cooperation with the adoption of Mencap's data protection policy and its compliance with the Data Protection Act 1998 and associated legislation.

Background

- (a) The DCP is a partnership of disability and children's charities working collaboratively. Working together in the shared belief that health and social care services need to be better and provide disabled children, young people and families with the support they need. The DCP will launch a campaign **[name of campaign]** where they will share experiences and stories of disabled children, young people and their families.
- (b) Mencap is the UK's largest learning disability charity. Mencap is a member of the DCP and has agreed to store the data collected by the DCP as part of the **[insert name of campaign]**.
- (c) The DCP members acknowledge that Mencap will act as Data Controller for the work carried out on behalf of DCP.

1. DCP Members Obligations

- (a) The DCP members shall comply with the data protection principles under the Data Protection Act 1998 and any equivalent or associated legislation ("the Act").
- (b) The DCP members confirm that for the duration of their membership with the DCP partnership they will adopt and comply with Mencap's data protection policy for all work carried out on behalf of the DCP. Except to the extent that it is in conflict with their own policies on data protection or where legislation prevents them from doing so.
- (c) DCP members will have in place, and undertake to maintain for the duration of the partnership, appropriate technical and organisational measures against the accidental, unauthorised or unlawful processing, destruction, loss, damage or disclosure of Personal Data, and adequate security programmes and processes to ensure that unauthorised persons do not have access to the Personal Data or to any equipment used to process the Personal Data.
- (d) Take reasonable steps to ensure that any of its staff who have access to Personal Data are honest, reliable and competent and are competently trained.

- (e) All DCP members will indemnify and keep indemnified Mencap and each DCP member for a period of 6 years from the date in which they are no longer members of the DCP, against all claims, demands, actions, proceedings, damages, charges, costs and expenses (including legal costs and expenses) which may be brought against Mencap and each DCP member in respect of or in any way arising out of or in connection with:
 - i. a breach by a DCP member of this agreement; or
 - ii. a claim that Mencap is in breach of its obligations under the Data Protection Act as a result of any action by a DCP member.
- (f) In the event that a DCP member becomes aware that there has been a data breach they will within 24 hours notify Mencap of the details of the breach and will take steps to mitigate their losses.
- (g) Each DCP member shall ensure that they hold appropriate insurance.
- (h) Each DCP member shall agree to use the Data Protection Statement.
- (i) All DCP members shall agree that all data collected on behalf of the DCP is the property of the DCP.

2. Mencap Obligations

- (a) Mencap shall act as Data Controller and store the data collected by the DCP in accordance with the Act.
- (b) Mencap shall inform the DCP if its Data Protection Policy is updated or amended.
- (c) Mencap shall advise the DCP if the Data Protection Policy is amended due to any requirements in law or associated legislation.
- (d) Mencap shall inform the DCP if it is notified of any data breaches.
- (e) Mencap shall not use any of the information stored on behalf of the DCP for its own purposes.
- (f) For the avoidance of doubt, Mencap acknowledges that all information collected and stored on behalf of the DCP is the property of the DCP.

3. General

- (a) Each member of the DCP and Mencap warrant that it has full power and authority to enter into this Agreement.
- (b) By signing this Agreement each member of the DCP and Mencap confirm their agreement that they understand the obligations set out in this Agreement and shall comply and adhere to the Mencap's Data Protection Policy and the Data Protection Statement.