

Healthier Together
Memorandum of Understanding

DRAFT – as of 15 July, 2021

DRAFT

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1. Introduction and background

- 1.1. This Memorandum of Understanding (MoU) sets out the details of our commitment to work together in partnership to realise our shared ambitions to improve the health and wellbeing of the people of Bristol, North Somerset and South Gloucestershire (BNSSG).
- 1.2. We serve a population of approximately one million people within distinct communities: a vibrant city with huge economic resources but also pockets of deprivation, seaside towns and villages and rural areas. People's life chances and prospects of enjoying good health vary dramatically depending on where they are born and where they live. Our children are disproportionately affected, with nearly 40% of children in Bristol falling within the most deprived quintile. We need to deliver health and wellbeing services that meet the needs of each of these diverse communities.
- 1.3. We established our Partnership in 2016 to work together across the NHS, local government and social care. In 2019, we agreed a five year plan to deliver significant improvements in the health and wellbeing of our population, to improve the quality of our services and people's experience of care and to make BNSSG the best place to work for our staff.
- 1.4. Going forward, we will develop an Integrated Care Strategy for the population of BNSSG, covering health and social care and addressing the wider determinants of health and wellbeing. This will be built bottom-up, through engagement with all partners, communities, and the public, using the best available evidence and data on local needs and assets. This strategy will focus on improving outcomes, reducing inequalities, and addressing the consequences of the pandemic for our local communities.
- 1.5. As a Partnership, we were formally designated as an Integrated Care System (ICS) from December 2020, demonstrating the progress we have made in developing collaborative ways of working and integrating services to deliver better outcomes for BNSSG residents. We recognise there is more work to be done to change how we operate to make the best use of resources within an integrated system.
- 1.6. In early 2021, the government published a white paper setting out proposed reforms to health and care, and in July the draft Health and Care Bill was introduced in Parliament. This includes a duty to collaborate across the healthcare, public health, and social care system, and a shift away from competition and toward integration, collaboration and partnership. If passed, the legislation will establish ICSs on a statutory footing to be accountable for population health outcomes from April 2022.

1.7. Purpose

- 1.7.1. The purpose of this Memorandum is to formalise the Healthier Together Partnership ways of working as an Integrated Care System going forward for the benefit of the population of BNSSG. This MOU supersedes existing documentation on the governance of the Healthier Together Partnership, in particular the Partnership Board and Executive Group terms of reference.

1.7.2. This includes memorialising how we work together today and transitional arrangements in the second half of 2021/22 to evolve our current partnership arrangements within Healthier Together, including building collaboration through the existing Partnership Board, Executive Group, and Steering Groups.

1.7.3. It also includes our shared principles as we evolve our partnership to improve our ways of working as a system. It lays a foundation for how we want to work together in partnership, on which future agreements and governance documentation will be developed in line with national policy and local decisions.

1.8. The Memorandum is not a legal document. It is not intended to be legally binding and no legal obligations or legal rights shall arise between the Partners from this Memorandum. It is a formal understanding and commitment to a way of working between all of the Partners who have each entered into this Memorandum intending to honour all their obligations under it. It does not replace or override the legal and regulatory frameworks that apply to our constituent organisations, which will have priority in the event of any conflict between those frameworks and this MOU. Instead it sits alongside and complements these frameworks, creating the foundations for closer and more formal collaboration.

2. Parties

2.1. Members of the Healthier Together Partnership ('Healthier Together Partners') and parties to this Memorandum are:

Clinical Commissioning Group:

NHS Bristol, North Somerset and South Gloucestershire CCG (BNSSG CCG)

Local Authorities:

Bristol City Council (BCC)

North Somerset Council (NSC)

South Gloucestershire Council (SGC)

Healthcare Providers:

Avon & Wiltshire Mental Health Partnership NHS Trust (AWP)

North Bristol NHS Trust (NBT)

Sirona care and health (Sirona)

South Western Ambulance Service NHS Foundation Trust (SWASFT)

University Hospitals Bristol and Weston NHS Foundation Trust (UHBW)

GP Federation:

One Care (BNSSG) C.I.C. (One Care)

2.2. Healthier Together Partners all subscribe to the vision, principles, values and behaviours stated below, and agree to participate in the governance and accountability arrangements set out in this Memorandum.

2.3. **Additional organisations**, who are not parties to this Memorandum, but who work with the Healthier Together Partners, provide support, advice and guidance to support delivery of our Healthier Together vision. Examples of these partners include (but are not limited to):

Local Partners

Academic Health Science Network

Brisdoc/Sevenside

Bristol Health Partners Academic Health Science Centre

Health & Care West

Healthwatch BNSSG

Second Step

St. Peter's Hospice

Vita Health Group

West of England Civil Society

Other VCSE partners

Health Regulator and Oversight Bodies

NHS England and Improvement

Other National Bodies

Health Education England

LGA

Public Health England

2.4. Working in effective partnership with people and communities is a key tenet of the Healthier Together Partnership. There are three main lenses to our system work with people and communities: Citizen Insight, Community Engagement and Co-production.

2.4.1. Citizen Insight is about identifying what people want, value and aspire to, as well as what their wellbeing, health and care needs are, to give the system the best chance of designing services and interventions that work for people and fit in with citizens' lives.

2.4.2. Community engagement recognises communities themselves as the driving forces of change, and includes listening, working with and alongside communities to develop long term relationships, trusted sources of information, and identifying and addressing environmental, attitudinal, and cultural barriers to change

2.4.3. Co-production describes the process of working together with users to create services, interventions and solutions together from the outset – sharing power, and going beyond consultation, engagement or involvement

2.5. Term: This Memorandum shall commence on the date of last signature of the Healthier Together Partners. It shall be reviewed by 31 March 2022 to ensure it remains consistent with the evolving requirements of the Healthier Together Partnership and is appropriate for use from April 2022. It shall thereafter be subject to an annual review.

2.6. Review of this Memorandum will be undertaken by the Partnership Board. If changes are proposed which are considered substantial by the Healthier Together Partners, then the revised Memorandum will be taken through the appropriate governance arrangements by the Healthier Together Partners, with the outcome reported back to the Partnership Board.

3. Our shared vision for the people of BNSSG

3.1. Our vision: Healthier Together is the health and care partnership for people in Bristol, North Somerset and South Gloucestershire. We work together to improve the health of our population and make sure services work for everyone.

Our vision is for people in Bristol, North Somerset and South Gloucestershire to have the best start in life, and for the places where we live to be healthy and safe.

Everyone will have the opportunity to live longer in good health. When people need support from our services, they will be high quality and easy to access.

People will be better supported to take control of their own health and wellbeing, and become equal partners in care. Working alongside our communities, we'll build on strengths and tackle inequalities together.

We'll make it simple for health and care staff to work better together for the benefit of the people we care for – nurturing talent, removing barriers and acting on views and concerns.

3.2. The aims/objectives of our system are to:

3.2.1. Increase the number of years people in BNSSG live in good health

3.2.2. Reduce the inequality in how many years people in BNSSG live in good health, particularly improving healthy life expectancy for those with the poorest outcomes

3.2.3. Become a place where wellbeing, health, and care services fit with people's lives and makes sense to the people engaging with them

3.2.4. Make it easy for people working in wellbeing, health, and care to work with each other

3.2.5. Ensure our workforce is healthy and fulfilled

3.2.6. Reduce our adverse environmental impact in energy, travel, waste, water, food, biodiversity and land use

3.2.7. Make our communities healthy, safe and positive places to live

4. Principles for working together

4.1. Our ways of working together rely on a set of principles that apply across the Partnership.

Table 1: Healthier Together Principles

<p>Individuals @ the Centre</p>	<ol style="list-style-type: none"> 1. We work to achieve our vision to meet our citizens' needs by working together within our joint resources, as one health and care system. We will develop a model of care and wellbeing that places the individual at its heart, using the combined strengths of public health, health and social care. 2. Citizens are integral to the design, co-production and delivery of services. 3. We involve people, communities, clinicians and professionals in all decision-making processes. 4. We will take collective, considered risks to cease specific activity and release funds for prevention, earlier intervention and for the reduction in health inequalities. 5. We strive for our leadership to be representative of the population, and we focus on the causes of inequality and not just the symptoms, ensuring equalities is embedded in all that we do.
<p>Subsidiarity</p>	<ol style="list-style-type: none"> 6. Decisions taken closer to the communities they affect are likely to lead to better outcomes. The default expectation is for decisions to be taken as close to communities as possible, except where there are clear and agreed benefits to working at greater scale.
<p>Collaboration</p>	<ol style="list-style-type: none"> 7. Collaboration between partners in a place across health, care services, public health, and the voluntary sector can overcome competing objectives and separate funding flows to help address health and social inequalities, improve outcomes, transform people's experience, and improve value for the tax payer. 8. Collaboration between providers across larger geographic footprints is likely to be more effective than competition in sustaining high quality care, tackling unequal access to services, and enhancing productivity. 9. Through collaboration as a system we will be better placed to ensure the system, places, and individual organisations are able to make best use of resources. 10. We prioritise investments based on value, ensuring equitable and efficient resource allocation, and we take shared ownership in achieving this.
<p>Mutual Accountability & Equality</p>	<ol style="list-style-type: none"> 11. We are coming together under a distributed leadership model and we are committed to working together as an equal partnership. 12. We have a common understanding of the challenges to be addressed collectively and the impact organisations can have across other parts of the system. We engage in honest, respectful, and open dialogue, seeking to understand all

	<p>perspectives and recognising individual organisations’ agendas and priorities. We accept that diverse perspectives may create dissonance, and we seek to understand and work through any disharmony, and move to conclusions and action in service of our citizens. We strive to bring the best of each organisation to the Partnership.</p> <p>13. We adhere to a collective model of accountability, where we hold each other mutually accountable for our respective contributions to shared objectives and engage fully in partners’ scrutiny and accountability functions, where required.</p> <p>14. We develop a shared approach to risk management, taking collective responsibility for driving necessary change while mitigating the risks of that change for individual organisations.</p>
<p>Transparency</p>	<p>15. With an ‘open book’ approach, we pool information openly, transparently, early, and as accurately and completely as possible to ensure one version of the truth to be used by partners across the system.</p> <p>16. We work in an open way and establish clear and transparent accountability for decisions, always acting in service of the best outcomes for the people of BNSSG.</p>

5. Our shared values and behaviours

5.1. Members of the Partnership commit to behave consistently in ways that model and promote our shared values:

- We support each other and work collaboratively
- We act with honesty and integrity, and trust each other to do the same
- We challenge constructively when we need to
- We assume good intentions
- We implement our shared priorities and decisions, holding each other mutually accountable for delivery
- We represent our population, our staff and we serve as a conduit between the Partnership and individual organisational Boards / Cabinets

6. Governance

6.1. Partnership Arrangements in 2021/22: The Healthier Together Partnership will retain and develop its existing governance arrangements through 2021/22, specifically by building on the existing Partnership Board and Executive Group forums. The functions of each are set out below.

6.1.2. Partnership Board: The Partnership Board provides the formal leadership for the Partnership. It is responsible for setting the strategic direction for the Partnership, and agreeing the vision, outcomes, and objectives. It provides leadership and oversight for all Partnership business

and a forum to seek collective support for decision making to progress the delivery of the vision for the Partnership. Its responsibilities are further outlined in the Terms of Reference for the Partnership Board included in **Annex 2**.

6.1.3. Executive Group: The Executive Group is the executive arm of the Partnership Board. The purpose of the Executive Group is to oversee the business of the BNSSG ICS on behalf of the Partnership Board. It oversees the delivery of the ICS vision and strategy, and oversees and supports the delivery of a programme portfolio that enables the strategy. It provides system-wide guidance and support to the ICS programmes and secures the resources to deliver the ICS goals. Its responsibilities are further outlined in the Terms of Reference for the Executive Group included in **Annex 3**.

6.2. Changing structures from April 2022: From 1st April 2022, we expect legislation to dictate changes to our governance structures. We remain committed to working together to agree the structures that will best serve the people of BNSSG, and to abide by the principles in this MOU.

7. Decision making

7.1. The key principle for making decisions will be based upon what is best for the diverse population of BNSSG.

7.2. Through the Partnership Board, the Healthier Together Partners will use a collective model of decision-making that seeks to find consensus between the Partners and make decisions based on unanimity as the norm. This means that the Healthier Together Partners will seek to ensure that all decisions are agreed unanimously. Where a party may not be able to agree then the process for handling disagreements (see **section 8**) will be used.

7.3. In addition to agreeing the vision, outcomes, and objectives for the Healthier Together Partnership, the Healthier Together Partnership Board will be a forum where Healthier Together Partners come together to seek collective support for decisions affecting the partnership and where collective action is needed. The Partnership Board will support the following decisions:

7.3.1. The objectives, plans, and changes to priority work programmes and workstreams

7.3.2. System-level planning

7.3.3. The apportionment of transformation monies from national bodies

7.3.4. Priorities for investment of system-level capital funds across the Partnership

7.3.5. Challenges highlighted through a system performance framework including defining actions when organisations become distressed

7.4. Decisions will be taken formally by individual organisations in line with their existing governance arrangements prior to ratification at the Partnership Board. There may be an opportunity for constituent organisations to delegate additional decisions into the Partnership in the future, building on the accomplishments and success of joint system working.

7.5. It is expected that decision making by Healthier Together Partners will be open and transparent, and Partnership Board meetings will be taken in public. Members of the public will be invited to ask questions at the end of each key meeting. Minutes of these meetings will be available to the public on the Healthier Together website.

7.6. People affected by a decision will be included in the process to make changes to services (see **Annex 8** for more details on how we will engage the people we serve). Decisions taken by the Healthier Together Partners will be clearly described in the minutes of the meeting, which will be available to the public on the Healthier Together Website.

7.7. The Partnership Board will engage openly and transparently with health scrutiny.

7.8. Where Healthier Together Partners are required to take decisions outside of the ICS Partnership to meet their statutory obligations, they will do so in the spirit of the values and behaviours of this Memorandum and in line with the requirements of their organisation.

8. Resolving disagreements

8.1. Healthier Together Partners will attempt to resolve in good faith any dispute between them in line with the Principles, Values and Behaviours set out in this Memorandum (see sections 4 and 5).

8.2. The Healthier Together Partners will apply a dispute resolution process to resolve any issues that cannot otherwise be agreed through these arrangements. The key stages of the dispute resolution process are

- I. The Executive Group will seek to resolve the dispute to the mutual satisfaction of each of the affected parties. If the Executive Group cannot resolve the dispute within 30 days, then the dispute should be referred to the Partnership Board.
- II. The Partnership Board may choose to convene a Resolution Committee, whose purpose will be to consider the dispute and make a recommendation on resolution to the Partnership Board. The Partnership Board will agree the Terms of Reference and membership for the Resolution Committee.
- III. The Partnership Board will come to a majority decision, with input from the Resolution Committee if relevant, and will advise the Partners of its decision in writing. A majority decision will be reached by a majority of eligible Partners participating in the meeting who are not affected by the matter in dispute determined by the scope of applicable issues, applying the Principles, Values and Behaviours of this Memorandum, taking account of the Objectives of the Partnership.
- IV. If the parties do not accept the Partnership Board decision, or the Partnership Board cannot come to a decision which resolves the dispute, it will be referred to an independent mediator selected by the Partnership Board. The mediator will work with the Healthier Together Partners to resolve the dispute in accordance with the terms of this Memorandum.

- V. This section should be considered in line with **section 12** relating to the Handling of Conflicts of Interest.

8.3. Healthier Together Partners will be expected to apply the Principles, Values and Behaviours described in this Memorandum and come to a mutual agreement through the dispute resolution process.

9. Risk Management

9.1. Healthier Together Partners are committed to a shared approach to managing risks (strategic, clinical, financial, and operational), taking collective responsibility for driving necessary change while seeking to mitigate the risks of those changes for individual organisations and the people we serve. This includes ensuring a coordinated approach to understanding the risks to delivery of the vision and utilising these risks to support decision making by the Healthier Together Partners.

9.2. Our system approach to risk management recognises that there will still be a need for constituent organisations to manage organisational risk. Where appropriate, we will strive for consistency of risk management frameworks across organisations to allow more seamless risk management coordination across the Partnership. A separate document will describe how risks will be managed across the Healthier Together Partners including identifying system risk and how organisational risks that impact the Healthier Together Partnership will be escalated.

10. Place-based partnerships and provider collaboratives

10.1. Under the principles of subsidiarity and collaboration, our intent is to establish place-based partnerships and provider collaboratives from April 2022 to bring together providers and other local partner organisations to deliver integrated health and wellbeing services for the benefit of the people of BNSSG.

10.2. Place-based partnerships are essential to delivering our ambition. They will design and deliver fully integrated preventive, proactive/anticipatory, and personalised health and care services focused on local people's health and wellbeing. This is the focus for NHS collaboration to meet the healthcare needs of local populations and for operational partnerships across NHS, local government, VCSE, and others to make the community the default setting of care 24/7, 365 days a year. They aim to strengthen connection to people and communities and co-produce services with the local population to ensure we deliver the experiences that matter to people.

10.2.1. Our system footprint encompasses six localities, which will become Integrated Care Partnerships (ICPs): Bristol North & West, Bristol South, Bristol Inner City & East, Woodspring, Weston & Worle, and South Gloucestershire.

10.2.2. Building on existing locality partnerships, ICPs will focus together on designing a fully integrated model of care to improve the experience and achieve measurable value for individuals and the population. They will focus

initially on community mental health, and extend to frailty, urgent care, and other key areas for the population of BNSSG as they mature.

10.2.3. Local Health and Wellbeing Boards will play a critical role in overseeing the ICPs within their respective boundaries. They will set local direction and priorities, oversee delivery to ensure equity of care within their boundaries, and support and enable integration of health, public health, social care, and the wider determinants of health around the person.

10.2.4. The ICS will agree with local partners the membership, leadership, and governance of ICPs, and will support local integration. ICPs will be accountable to the ICS, which will assure delivery of outcomes, performance, and value.

10.3. 'At scale' provider collaboratives are partnerships of providers working across multiple places at an appropriate scale to support delivery of the Healthier Together Partnership goals for the people we serve. Our ambition is to enable provider collaboration across the sector to improve outcomes and consistency of care, transform patient experience, and delegate and optimise use of resources. This includes:

10.3.1. An acute care collaborative between our BNSSG acute trusts

10.3.2. Participation in specialised services provider collaboratives across broader footprints, including mental health

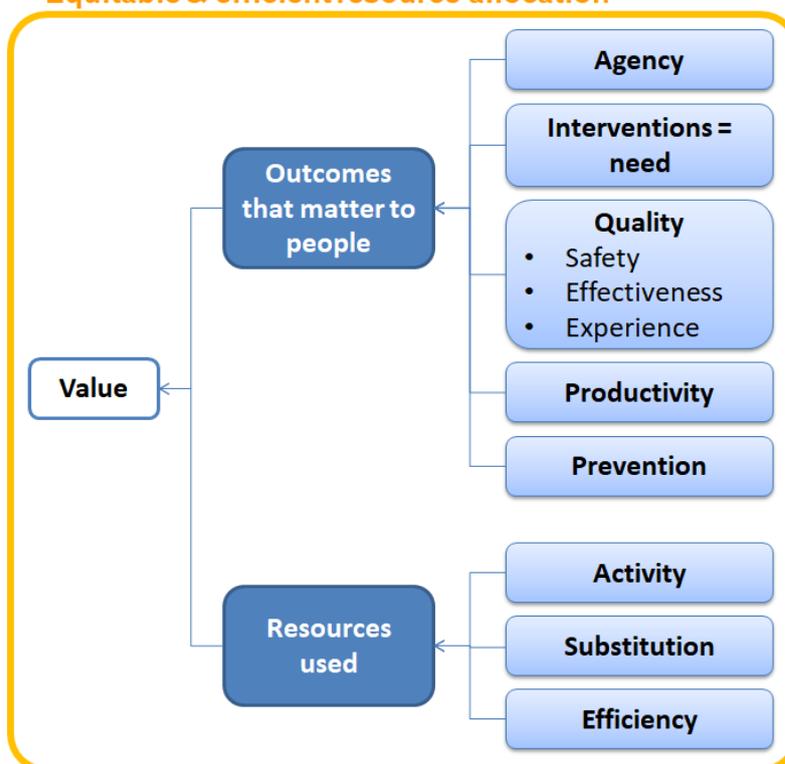
10.3.3. Out of hospital provider collaboration to support ICPs

11. Our shared functions and frameworks

11.1. To meet the aims of population health – improving physical and mental health outcomes, promoting wellbeing and reducing health inequalities for the whole population (and not just those who present to services), and working with the community to optimise access to services and early intervention – the Healthier Together Partners will take a value-based health and care approach. This approach focuses on achieving the outcomes that matter to people, services that work for them and are culturally appropriate, and making best use of resources (value).

Figure 1: BNSSG ICS Value Improvement Framework

Equitable & efficient resource allocation



11.2. We aim to adopt a value framework to improve population health for the people of BNSSG. This includes:

11.2.1. Identifying and improving the outcomes and experience that matter to people (see **Annex 4** for our ICS Outcomes Framework)

11.2.2. Applying an outcomes-driven approach to performance and quality improvement (see **Annex 5** for ICS Outcomes-Driven Performance and Quality Framework)

11.2.3. Commissioning and delivering effective services that avoid overuse of low value interventions (unwanted or not cost-effective) and underuse high value interventions (deemed cost effective but not taken up by those who would benefit) (see **Annex 6** for ICS Strategic Commissioning)

11.2.4. Allocating resources effectively across our system so that we achieve the overall best possible outcomes (see **Annex 7** for the ICS Financial Framework)

11.3. Our intent is to evolve and build on the work we do in partnership across our ICS operating model in order to achieve our system ambition and goals outlined in section 3 above. In addition to the areas above, this also includes:

11.3.1. Working in effective partnership with people and communities (see **Annex 8** for ICS Communications and Engagement Framework).

11.3.2. Organisational development as a system to ensure the right culture and environment for our people to thrive (see **Annex 9** for ICS Organisational Development Plan).

11.3.3. Clinical and care professional leadership embedded across our ICS focussing on improving outcomes for the people of BNSSG and delivering consistent clinical and care standards (see **Annex 10** for ICS Clinical and Care Professional Leadership Principles).

12. Managing Conflicts of Interest

12.1. It is recognised that potential conflicts of interest may arise from time to time given the scope and remit of the Healthier Together Partners. The Healthier Together Partners have individually made arrangements to manage any potential conflicts of interest to ensure that decisions will be taken and seen to be taken without being unduly influenced by external or private interest and do not (and do not risk appearing to) affect the integrity of their decision-making processes. The members of the Partnership each have agreed policies and procedures for the identification and management of conflicts of interest. All Healthier Together Partners will comply with their individual organisation's policies on conflicts of interest and gifts and hospitality.

12.2. The Healthier Together Partnership maintains registers of the interests of:

- a) Members of the Partnership Board
- b) Members of the Executive Group

12.3. The registers of interest are published on the Healthier Together Partnership website. The registers will be populated from the information held on individual Healthier Together Partnership organisation's registers.

12.4. Declaring Interests

12.4.1. Individuals should declare interests in line with their own organisation's policy for the management of conflicts of interest.

12.4.2. All parties to this MOU must ensure that those representing their organisation in any Healthier Together forum declare any interest that is relevant to the functions undertaken by the Healthier Together Partnership, on the form provided for this purpose.

12.5. Material Interest

12.5.1. It is the responsibility of the individual to determine if the interest is material and may impact their ability to participate in a discussion or decision. If an individual considers that their interest is a material interest then they should either abstain from the discussion and decision, or remove themselves from the meeting.

12.6. Interests Identified in Meetings

12.6.1. Any declarations of interest should be declared at the start of each meeting.

12.6.2. Where an interest is identified at a meeting the person concerned should immediately declare this to the chair of the meeting.

13. Transition

13.1. During 2021/22, additional work will be completed to define the path to transition to the new governance structures from 1st April 2022, including a system development plan, implementation plan, and target operating model. This work will be co-developed with Healthier Together Partners, building on the principles outlined in this MOU and taking in to consideration relevant statutory provisions and guidance.

14. Variations

14.1. This Memorandum, including the Annexes, may only be varied by written agreement of all the Healthier Together Partners.

15. Charges and liabilities

15.1. Except as otherwise provided, the Healthier Together Partners shall each bear their own costs and expenses incurred in complying with their obligations under this Memorandum.

15.2. Healthier Together Partners shall remain liable for any losses or liabilities incurred due to their own acts or omissions or those of anyone acting on their behalf (including employees, agents, and contractors).

16. Confidential Information

16.1. Each Healthier Together Partner shall keep in strict confidence all Confidential Information it receives from another Partner except to the extent that such Confidential Information is required by Law to be disclosed or is already in the public domain or comes into the public domain otherwise than through an unauthorised disclosure by a Partner. Each Partner shall use any Confidential Information received from another Partner solely for the purpose of complying with its obligations under this Memorandum in accordance with the Principles and Objectives and for no other purpose. No Partner shall use any Confidential Information received under this Memorandum for any other purpose including use for its own commercial gain in services outside of the Healthier Together Partnership or to inform any competitive bid without the express written permission of the disclosing Partner.

16.2. To the extent that any Confidential Information is covered or protected by legal privilege, then disclosing such Confidential Information to any Partner or otherwise permitting disclosure of such Confidential Information does not constitute a waiver of privilege or of any other rights which a Partner may have in respect of such Confidential Information.

16.3. The Parties agree to procure, as far as is reasonably practicable, that the terms of this Section (Confidential Information) are observed by any of their respective successors, assignees or transferees of respective businesses or interests or any part thereof as if they had been party to this Memorandum.

16.4. Nothing in this Section will affect any of the Healthier Together Partners' regulatory or statutory obligations, including but not limited to competition law.

16.5. The Parties acknowledge that each of them is subject to requirements in respect of the Freedom of Information Act 2000 (FOIA) and Environmental Information Regulations 2004 (EIRs). The Parties shall:

(a) provide all reasonable assistance and cooperation as reasonably requested by another Party to enable that other Party to comply with its obligations of confidentiality and to meet requirements under the FOIA and EIRs;

and

(b) where holding information on behalf of another Party, not respond directly to a Request For Information unless authorised in writing to do so by that other Party.

16.6. The Parties acknowledge that another Party may be required under the FOIA and EIRs to disclose Information (including Confidential Information) without consulting or obtaining consent from other Parties but each Party shall take reasonable steps to notify other Parties to the extent that it is permissible and reasonably practical for it to do so and will give due regard to any observations released from other Parties as to disclosure of information.

17. Signatures

17.1. This Memorandum may be signed in separate copies each of which will constitute the same document.