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**Memorandum of Understanding  
between  
Scottish Government (SG) and Department for Work and Pensions (DWP)  
on joint working arrangements covering the implementation of devolved provisions in the  
Scotland Act 2016 relating to Social Security and Employment Support Services in Scotland.**

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## 1. Introduction

1.1. The [Smith Commission](http://www.smith-commission.scot)<sup>1</sup> recommended devolution of some social security and employment matters to the Scottish Parliament. The Scotland Act <sup>2</sup> 2016 received Royal Assent on 23 March 2016, giving the Scottish Parliament competence to legislate for matters relating to both social security and employment support services.

1.2. SG and DWP are separate entities, accountable to the Scottish and the UK Parliaments respectively, albeit in accordance with one civil service code. However, both parties recognise the need for co-operation and intergovernmental workings on matters of joint interest, including both the reserved and devolved areas. The new devolution settlement enables the SG and DWP to proactively work together and build on an already strong relationship to create a more productive, robust, transparent and visible relationship.

1.3. This MoU is an agreement between DWP and the SG. It sets out a framework for co-operation between the parties in respect of ensuring that the social security and the employment support provisions, associated powers and operations of the Scotland Act 2016 are considered and implemented effectively and with full regard to both Scottish and UK systems. It is also a basis on which to build enduring joint operational working and collaboration between both Governments.

1.4. Within the SG, social security and employability sit within separate Cabinet Secretary and Ministerial portfolios. In civil service terms, there are different accountable officers for the two areas – mirroring the Ministerial responsibilities – and, below those accountable officers, parallel programmes of work to manage the implementation of the social security and the employment support provisions of the Scotland Act 2016: the Social Security Programme and the Employability Services Programme. As such there is a need to differentiate aspects of this MoU to reflect differences in timeline, approach, scope, activities, governance and lines of accountability between the two programmes.

1.5. Where possible, a common approach is taken to sections that are applicable to both programmes. A number of areas, particularly in relation to information sharing, require to be treated distinctly because of the different lines of accountability within Scottish Government. Where this is necessary, a more detailed Annex to this MoU will be put in place which will be specific to one of the SG programmes.

## 2. Scope

2.1. The scope of the devolved Social Security and Employability Services programmes and, as such, this MoU is framed by the relevant provisions of the Scotland Act 2016.

2.2. The scope of the Social Security Programme covers Part 3 of the Scotland 2016 Act, section 22 through to, and including, section 30, with the exception of section 27, Welfare Foods. The scope of the Employability Services Programme covers Part 3 of the Scotland 2016 Act, section 31. Sections 32 to 35 of the Act make general provisions applicable to both programmes.

2.3. In addition, the Smith Commission noted that the SG and DWP could agree a partnership for DWP to deliver some or all of the social security benefits and schemes on the Scottish Government's behalf. Scottish Ministers announced in March 2016 their intention to establish a new social

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<sup>1</sup> [www.smith-commission.scot](http://www.smith-commission.scot)

<sup>2</sup> <http://www.legislation.gov.uk/ukpga/2016/11/contents/enacted>

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security agency to administer the devolved benefits; no decisions have yet been taken on how this agency will work operationally with DWP or the extent to which, in the short or longer term, DWP may be involved in aspects of the delivery of the devolved benefits.

2.4. The Smith Commission also agreed that, as the single face-to face channel for citizens to access all the benefits delivered by DWP, Jobcentre Plus will remain reserved. However, it noted that the UK and the Scottish Governments will identify ways to further link services. The UK and Scottish Governments are committed to ensuring successful partnership working, to ensure an effective interaction between devolved and reserved services. The Scottish and UK Governments will explore options for delivering these arrangements consistent with Paragraph 58 of the Smith Commission report.

2.5. Any relationships between Scottish Government and DWP that fall outside of scope of the social security powers being devolved by the Scotland Act 2016 are not covered by this agreement or associated documentation.

2.6. This MoU is not a contract, nor is it legally binding and it does not remove, alter or reduce prevailing legal obligations of each party, for example obligations under the Data Protection Act 1998 (DPA 1998) and Human Rights Act 1998. Nevertheless, both parties expect its provisions to be followed.

### **3. Format of Document:**

3.1. This MoU is formed of the following constituent parts:

- The main body text of the joint working arrangements MOU (this document) will be the overarching document with regards to the relationships and responsibilities of DWP and SG in respect of the new devolved powers;
- Annexes applicable to either the Social Security Programme or the Employability Services Programme and which cover any specific transition, implementation or steady-state working together arrangements that may be required. These will provide specific detail about working together that are applicable for some areas but not applicable across the whole DWP relationship at any point in time. It will be clearly stated at the beginning of each Annex which programme the Annex is owned by to avoid any doubt. Appendix A to this MoU will detail all the Annexes in place.
- The Communications and Partnership Working Frameworks will also be annexed in this MoU. This will provide the details of an aligned approach to communications and engagement in relation to the powers devolved - as these may change more frequently, the Framework will detail specific governance arrangements outside of those reflected by the MoU itself; and
- Overarching principles and agreements relating to information sharing will be referenced in the main body of the MoU. However, individual Information Sharing Agreements will sit as Annexes to the MoU which will be appropriate to either the Social Security Programme or the Employment Services Programme - and which will evolve over the lifespan of the transition from reserved to devolved benefit and employment support services, and in the on-going operational interaction between reserved and devolved functions and services. The MoU will be reviewed and revised as necessary over the period of implementation i.e. new Annexes may be added. These separate Annexes are essential due to the sensitive nature of much of the information to be shared, to ensure that it is clear where accountability lies within SG.

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3.2. Information Sharing Agreements will be in place for specific arrangement for the sharing of information. This may be ad hoc request processes or standardised data feeds. Each information sharing agreement will set the terms of the information that can be shared and the preferred methods for delivery. If DWP are able to meet the request to provide information, it may share the information in a different format to the one requested. The information sharing agreements will also reference any technical specifications for data transfer and may require business and technical/security sign-off.

3.3. The MoU may refer to operational processes, but will not define the specific processes. These may be referenced within this document, if all parties are content and feel this is appropriate.

3.4. This MoU details the approach and the overarching agreement between DWP and SG in relation to the devolved powers. Anything that is specific to a particular area (i.e. benefit or point in the transition), will be annexed to this document. It is the expectation that the MOU will be revised at appropriate junctures throughout the lifecycle of the Social Security Programme and/or the Employment Services Programme. It will be important during the period of both programmes to define and set out the eventual “business as usual” steady-state relationships between DWP, the Scottish Government, and the delivery bodies responsible for the employment programmes and social security administration in Scotland. In time, those relationships will be set out in specific Annexes to this MOU. Given the timescales for the devolution of the employment programmes, this will be necessary at a much earlier stage for the employment programmes than for social security.

3.5. Annexes form part of the MoU and are to be held in the same regard by all parties and fully adhered to. Annexes will be reviewed in the same review period as the MoU.

3.6. The MoU will have designated signatories who will sign on behalf of the respective organisations. The Annexes may have different signatories, dependent on the content and ownership of the Annex, who are only agreeing to the terms for the information contained within that Annex. The Annex signatory or their successor is responsible for all information and agreements made in the Annex.

3.7. Annexes can be amended in isolation from the entire MoU review. However, this will require the appropriate signatories or their successor for that Annex and the overall MoU signatories to agree before the terms take effect. When the entire MoU is reviewed/amended, the MoU signatories or their successor will seek assurance from respective SPoCs that individual Annex signatories are aware and have consented (where applicable) to any revisions.

3.8. SG Social Security Programme will be the document controller of this MoU as far as being responsible for the primary upkeep. The MoU is, however, jointly owned by all parties equally. Associated Annexes are owned between either the Social Security Programme and DWP or Employment Services Programme and DWP - who are responsible for their development and the upkeep.

3.9. For the purposes of audit, review and accountability, it is the responsibility of each SPoC and, ultimately, the MoU signatories (or their successors) to ensure that the terms of the MoU are

adhered to and the appropriate processes are in place. Where specific Annexes relate to only one of the programmes within SG, the signatories to that Annex are responsible for ensuring that the terms of that Annex are adhered to and the appropriate processes are in place.

#### 4. SPoC Role

4.1. To ensure the effectiveness of this MoU, including the wider communications arrangements, each party will appoint a named SPoC for matters of common interest. The role of this SPoC will extend to:

- Day to day management, review and update of this MoU, associated Annexes and the wider joint working arrangements;
- Acting as the first (informal) point of escalation and dispute resolution; and
- Ensuring all requests for information, including disclosure of the same is actioned in accordance with the relevant Information Sharing Agreements.

4.2. Respective SPoCs are named below:

<b>SG Social Security Programme</b>	<b>SG Employment Services Programme</b>	<b>DWP</b>
Sanjin Kaharevic	Anne Maria Smith	Sue Gibbings
Social Security Programme	Employment Services Programme	Scottish Devolution Programme
<a href="mailto:sanjin.kaharevic@gov.scot">sanjin.kaharevic@gov.scot</a>	<a href="mailto:annemaria.smith@gov.scot">annemaria.smith@gov.scot</a>	<a href="mailto:SUE.GIBBINGS@DWP.GSI.GOV.UK">SUE.GIBBINGS@DWP.GSI.GOV.UK</a>
0131 244 6628	0141 278 4049	0114 240 8633

4.3. In cases where the SG lead is not clear, the Social Security Programme SPoC will act as an initial contact.

4.4. Where SPoCs are unavailable, alternative contacts must be used for any escalation that would normally fall to the SPoC. It is the responsibility of each SPoC to provide alternative contact details for any planned absence, where possible. As this is not always appropriate or possible, it would be the responsibility of the below officials to be the SPoC or to provide a delegate to the other party.

<b>SG Social Security Programme</b>	<b>SG Employment Services Programme</b>	<b>DWP</b>
John Paul Liddle – Programme Manager	Michael McElhinney – Head of Employability Unit	Susan Slack – Scottish Devolution Programme

4.5. In parallel with the SPoCs above, there is a further role of maintaining effective communications between the parties to facilitate productive and transparent relations, including by:

- managing the workings of the Joint Senior Officials Working Group; and
- informing each other of relevant administrative arrangements in their organisation which may impact on the other party's services/policy development and delivery.

This will primarily be carried out by:

<b>SG Social Security Programme</b>	<b>SG Employment Services Programme</b>	<b>DWP</b>
Sanjin Kaharevic	Anne Maria Smith	Sarah Matheson
Social Security Programme	Employment Services Programme	Scottish Devolution Programme
<a href="mailto:sanjin.kaharevic@gov.scot">sanjin.kaharevic@gov.scot</a>	<a href="mailto:annemaria.smith@gov.scot">annemaria.smith@gov.scot</a>	<a href="mailto:SARAH.MATHESON@DWP.GSI.GOV.UK">SARAH.MATHESON@DWP.GSI.GOV.UK</a>
0131 244 6628	<a href="tel:01412784049">0141 278 4049</a>	0131 310 1132

## 5. Escalation

5.1. Where a dispute arises about the operation of this MoU, all parties will seek to resolve it informally through the identified SPoCs. SPoCs may initially refer the matter to relevant Directors in each organisation (namely Richard Cornish for DWP, Stephen Kerr for the Social Security Programme and Dominic Munro for the Employment Services Programme). The relevant Directors are to be copied into all escalation correspondence.

5.2. However, if this does not resolve the issue, each party may escalate the matter to the Joint Senior Officials Group (JSOG) to agree a solution.

5.3. In exceptional circumstances, where a dispute cannot be resolved informally, at Director level or by JSOG, it may be escalated to the Joint Ministerial Working Group on Welfare or individual Ministers. The appropriate SPoCs will, at all times, keep each other informed of any planned escalation, prior to the escalation happening.

## 6. Change Management and Governance (Programme Level)

6.1. At a political level, the implementation of the Scotland Act 2016 provisions is overseen by the Joint Ministerial Working Group on Welfare (JMWGW). The JMWGW is supported by JSOG, comprising senior officials from the Scottish and the UK Governments, and charged with assuring the successful implementation of welfare benefits and employment support provisions of the Scotland Act 2016 - recognising other change activity and operational priorities across the two Governments.

6.2. The remit of the two Groups is governed by agreed Terms of Reference (ToRs). It is the responsibility of the SPoCs to ensure the latest version of these is taken into account at each review/amendment of this MoU.

6.3. To ensure successful implementation of the new provisions, the two Governments have set up appropriate governance arrangements, consisting of:

### SG:

- The SG's Social Security Programme Board and the SG Employment Services Programme Board, both of which include DWP representation, are individually responsible for ensuring the successful implementation of the relevant devolved powers.
- Although JSOG and JMWGW are in place to monitor and ensure successful implementation, the two SG Programme Boards will be the authorising environments through which programme and working level activities are managed and governed within SG.
- SG's Social Security Programme and the SG Employability Services Programme each consist of multiple projects. These projects will be set up and closed as applicable throughout the lifecycle of the two programmes.

- Although the full programme structure for the devolution of these powers within SG is an SG responsibility, there will be some areas where DWP will provide different roles (i.e. advisory, assurance, authorising) at different times. As these are known, they will be detailed in appropriate ToRs and reflected within the MoU and associated Annexes, as applicable.

**DWP:**

- The DWP Scottish Devolution Programme is responsible for ensuring successful implementation of the DWP elements of the devolved powers. The DWP Scottish Devolution Programme Board is the primary decision-making authority for the programme, providing advice and support to the Senior Responsible Owner who is accountable for the delivery of all elements within the scope of the Scottish Devolution Programme. The SRO of the Social Security Programme will have a standing invitation to the DWP Scottish Devolution Programme Board as observer.
- Although the DWP programme structure for the devolution of these powers within DWP is a DWP responsibility, there will be some areas where the SG SRO will provide different roles (i.e. advisory, assurance, authorising) at different times. As these are known, they will be detailed in appropriate ToRs and reflected within the MoU as applicable.
- Where appropriate Programmes already exist within DWP delivering change activity in devolved areas, the DWP Scottish Devolution Programme will commission required change through individual Programmes. In such areas decision-making authority will be held jointly between the DWP Scottish Devolution Programme Board and the respective change Board.

6.4. The structure and key contacts for the three Programme Boards are detailed below:

<b>Social Security Programme Board</b>	<b>Employment Services Programme Board</b>	<b>DWP Scottish Devolution Programme Board</b>
SRO: Stephen Kerr	SRO: Dominic Munro	SRO: Richard Cornish
Chair: Sarah Davidson	Chair: Dominic Munro (SG SRO)	Chair: Richard Cornish (DWP SRO)
Programme Director: Lisa Baron-Broadhurst	Programme Director: Katherine Peskett	Programme Director: Ian Clark
DWP representative: Richard Cornish	DWP representative: Ian Clark	SG representative: Stephen Kerr

## 7. Oversight and Audit

7.1. DWP and the SG remain subject to their existing accountabilities to the Westminster and Scottish Parliaments, and their associated audit bodies. Representative officials from DWP and the SG will be available to provide evidence to UK and Scottish Parliamentary Committees, as and when required, in relation to matters of shared competence and the implementation of the Scotland Act 2016.

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## 8. Fiscal Framework

8.1. The Fiscal Framework between the Scottish and UK Governments, for the on-going costs to devolution, is the responsibility of HM Treasury within the UK Government. As such, any consideration regarding funding models and the costs of devolution will not be covered by this MoU.

## 9. Change Management and Governance - Development of Policy and Delivery Options

9.1 This MoU, and the relationship between DWP and the SG, at the point of MoU signing, concerns both the development of policy and delivery options by the SG and also implementation and transition. As we move towards “steady state”, the focus of this MoU and the associated Annexes will be changed to reflect the nature of this changing relationship.

9.2 DWP will not generally comment on the likely efficacy of SG proposals in achieving stated policy aims in relation to social security or in relation to employment support.

9.3 DWP and the SG will agree a programme of transition from current arrangements to new arrangements made within the competence devolved by the Scotland Act 2016, that is operationally deliverable and gives appropriate support to social security claimants and/or to people accessing employment services.

9.4 To the extent that the SG’s policy decisions on the Social Security and the Employment Services Programme impact on DWP, the SG and DWP will agree a timetable for implementation that enables both Governments to make the necessary preparations in good time.

9.5 In developing implementation options, DWP and the SG will engage in meaningful discussion on the issues being considered by the SG, including IT and security standards that would need to be satisfied in relation to joint services or DWP delivery on behalf of Scottish Ministers. The SG would remain responsible for ensuring that implementation met all relevant standards and legal requirements applying to Scotland.

9.6 In relation to any proposals to be delivered by DWP for the SG, both Governments will consider issues including, but not limited to:

- On-going funding and administration and change costs;
- Oversight and accountability arrangements;
- Double running of systems;
- Implementation of future change – for example, whether DWP could give effect to a change (based on Scottish Ministers’ policies) within reserved benefits and systems and how long DWP would consider doing this for; and
- Maintenance of shared IT systems.

9.7 The Scottish Government, and where appropriate DWP, will agree a programme of transition from current arrangements to new arrangements under the Scotland Act that is operationally deliverable and gives appropriate support to claimants.

## 10. Information Sharing

10.1. SG and DWP recognise the requirement to share information, as deemed appropriate and proportionate for the purposes of implementation of the devolved powers and the successful



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administration of benefits across the UK. The Scotland Act 2016 introduces a new legal gateway, at section 34, for disclosure of information from DWP to SG and vice-versa.

10.2. This section outlines information sharing that is generic, cross-cutting or ad hoc in nature. Information sharing requests will be covered in Annexes to this MoU – these will usually be for benefit specific or on-going information. The need for Information Sharing Agreements will be assessed on a case by case basis by all relevant parties.

10.3. In order to baseline its policy and implementation options proposals, the Social Security Programme needs to understand the current social security policy and delivery environments, as deployed by DWP. Similarly, the Employment Services Programme needs to understand the current employment support policy and delivery environments, client volumes and costs, as deployed by DWP. In both instances, this requires a one-off, largely one-way, transfer of background information on current benefits, and current employment support programmes and delivery arrangements, from DWP to the SG, including relevant changes proposed to these by DWP as part of their own policy development, implementation and corporate planning.

10.4. Alongside that immediate need for access to information, the successful implementation of the provisions in the Scotland Act 2016 relating to social security and employment support programmes will depend on a shared understanding of policy development and implementation plans in both SG and DWP. On an on-going basis, both parties will share relevant information on devolved and, where appropriate, non-devolved benefits and employment programmes and services, to ensure best possible outcomes for both administrations and claimants.

10.5. In relation to new policy proposals, the SG may approach DWP for advice in general terms on its emerging policies. Detailed policy, costings and flexibility work would be chargeable; DWP will provide an estimate of the likely cost of such work, and the SG may decide to meet that cost or withdraw its request.

10.6. Both DWP and the SG may ask for reimbursement of costs linked to current policies, analytical, financial or operational information that is not in a readily available format to share.

**10.7. For all information that is shared between SG and DWP**

- 10.7.1. All parties will only share information where it is lawful to do so, having due regard to statute, to the DPA 1998 and any other applicable legislation.
- 10.7.2. DWP will use the legal basis for sharing information flexibly in order to support SG in its legitimate functions including transition and discovery phases, as the law allows.
- 10.7.3. Either party may request for confidentiality agreements to be signed on the provision of information.
- 10.7.4. DWP and SG must identify appropriate arrangements for information to be requested in writing and also to appropriately manage these requests.
- 10.7.5. Requests for information are to be made in writing (usually by email). Any verbal requests must be followed up in writing.
- 10.7.6. All email communications within the terms of this MoU, including those within SG, must be from and to appropriate Government email addresses. All parties will put in place data handling strategies. These will be available to be viewed by either party on request.
- 10.7.7. If one party agrees to provide information but cannot do so within 15 working days of the date of the request, it will give the other an estimate of when the information will be provided.

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- 10.7.8. If information requested by SG is not available to DWP as standing data, and so would need a specific query of IT systems, or otherwise incur significant cost, DWP will give SG an estimate of the cost of the query. In that case, SG may either agree to pay the cost of the query or withdraw the request.
  - 10.7.9. Information relating to commercial arrangements may be subject to confidentiality restrictions. If information requested by SG or DWP would require a supplier to be paid to give an estimate, SG or DWP may either agree to pay the cost of obtaining the estimate or withdraw the request.

#### 10.8. **Confidentiality Agreements**

- 10.8.1. The identification of a requirement for confidentiality agreements is the responsibility of the party that will provide the information.
- 10.8.2. Notification of the confidentiality agreement to be signed must go to the designated SPoCs detailing the reason that this agreement is required, and the request for information to which the confidentiality agreement is applicable.
- 10.8.3. The process for the provision and the audit of all information that has been provided under a confidentiality agreement is to be agreed by both parties.
- 10.8.4. The receiving party must ensure that information that is provided under any confidentiality agreement is only accessible by authorised persons. Any access outside of this will be treated as if it were a breach of the relevant information sharing agreement annexed to this MoU.
- 10.8.5. Either party may be requested to provide, at any time, audit information about documentation access and storage for documentation provided under any confidentiality agreement as is reasonable. This should be provided within 5 working days of the request.
- 10.8.6. Should a person who previously had access no longer require access, arrangements must be made to remove paper and electronic information and a record must be retained.

#### 10.9. **Information Handling**

- 10.9.1. For all information received, which is not already in the public domain, the receiving organisation has a responsibility to keep audit records of the location of and access provided to all information.
- 10.9.2. Information will be stored and managed appropriately, in accordance with all data protection legislation and data protection principles.
- 10.9.3. It is the responsibility of the receiving organisation to manage the appropriate access to all information provided under this MoU and to ensure that it is used in line with the terms of this MoU.

#### 10.10. **Audit**

- 10.10.1. Either party may be requested to provide, at any time, audit information about documentation access and storage for documentation as deemed reasonable. This should be provided within 5 working days of the request.
- 10.10.2. Both parties must have in place appropriate data handling strategies that detail the methods in which these are achieved. Appropriate sections of the strategies must be shared at the request of either party.

#### 10.11. **Publication and Announcement**

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- 10.11.1. Any information that has been provided under this MoU that is not in the public domain, and unless otherwise stipulated by the information owner, must not be published or announced without prior written consent from the other party. Acquisition of a written consent would be co-ordinated by the relevant SPoCs.
  - 10.11.2. Similarly, where either party is in doubt as to whether something can be released, the relevant SPoC must be contacted in sufficient time to provide guidance.
  - 10.11.3. The process for consent to be provided will be determined by the parties in a process separate to this MoU.
  - 10.11.4. Each party should inform the other at least 4 weeks before publication of any research pertaining to the benefits being devolved. Publication of statistics will fall under the statutory 28 day pre-publication rule. Any requests for specific statistics to be shared 24 hours before publication should be done in accordance with the official statistics guidance.

**10.12. *Information that may be provided to SG***

- 10.12.1. Requests for information made by either the social security programme or the employment services programme will be dealt with by DWP on a case by case basis
- 10.12.2. Information that can be provided includes any operational and administrative detail that is available for the administration of the devolved benefits and employment support powers.
- 10.12.3. Details of centralised and overarching functions may also be requested by the SG and may be shared as appropriate.
- 10.12.4. Where commercial contracts are in place that impact the administration of any of the devolved benefits or centralised functions, requests for information that include commercially sensitive information will be managed on a case by case basis. It is understood that it will sometimes be necessary to provide information that is not available within the public domain to SG for the purposes of understanding the current position and risk. DWP and SG will work together to identify the best solution to get access to this information. The confidentiality agreement clauses above will apply unless agreed otherwise.

**10.13. *Information that may not be provided to SG***

- 10.13.1. In the absence of a legal basis for doing so, DWP will not provide to SG individual benefit claimant information or service user information, or information from which details of the social security or the employment support affairs of individuals or businesses (or other legal persons) may be inferred.
- 10.13.2. DWP will not provide information to SG that gives insight into decision making by the present or previous UK governments where political viewpoints are included. However, the evidence base for decisions may be shared, as appropriate.

**10.14. *Information that may be provided to DWP***

- 10.14.1. Requests will be dealt by SG on a case by case basis. Examples include, but are not limited to, programme and governance documentation, joint working, aligned comms, relevant analysis, emerging policy thinking where there is potential impact on existing or future DWP policy, services or operations and agreed policy decisions.

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10.15. ***Information that may not be provided to DWP***

- 10.15.1. In the absence of a legal basis for doing so, SG will not provide to DWP individual benefit claimant or service user information, or information from which details of the social security or the employment support affairs of individuals or businesses (or other legal persons) may be inferred.
- 10.15.2. SG will not provide information to DWP that gives insight into decision making by the present or previous SG governments where political viewpoints are included. However, the evidence base for decisions may be shared, as appropriate.

10.16. ***Use of information provided to (and by) SG:***

- 10.16.1. SG and DWP are subject to the Official Secrets Act 1989, the DPA 1998 and Human Rights Act 1998 with regard to information each party receives from each other. Information supplied by DWP to SG that is to be held in confidence under the terms of this MOU will be exempt from disclosure under the Freedom of Information (Scotland) Act 2002, by virtue of section 3(2)(a)(ii) of that Act. Information supplied by SG to DWP will not be subject to a similar exemption from the Freedom of Information Act 2000.
- 10.16.2. In case of either party looking to release information into the public domain which has been provided under this MoU, then, unless the relevant Freedom of Information legislation requires disclosure, the party holding the information cannot do so without the prior consent by the party that provided the information. In these situations, the relevant SPoCs will coordinate the appropriate response on a case by case basis.
- 10.16.3. SG will treat all information passed to it by DWP that is not already in the public domain as “Official – Sensitive” and will restrict access to the same to those with a genuine business need within the SG. SG will not forward the information to third parties or put it into the public domain (directly or indirectly) without the prior agreement of the DWP SPoC. Similarly, DWP will treat any such information provided to it by SG, within the context of requests made under this MoU, as “Official – Sensitive” and will restrict access to the same to those with a genuine business need within DWP. Unless required to release such information under the Freedom of Information Act 2000, DWP will not forward the information to third parties or put it into the public domain (directly or indirectly) without the prior agreement of the relevant SG SPoC.
- 10.16.4. Where information is to be published or shared externally as part of any aligned communications activity, DWP and SG will agree the content of this information in advance of its publication through the Communications group.

10.17. ***Security and Assurance***

10.17.1. In managing the information provided, all parties will:

- Use the information only for the purposes described in this MoU;
- Continue to hold the information only as long as there is a business need to keep it;
- Ensure that only civil servants, special advisors, Ministers, partners and suppliers who have a genuine business need to see the information will have access to it and use it appropriately; and
- Report any information losses.

10.17.2. If any party to the agreement forwards or shares (verbally or in writing) information shared under this MOU to/with third parties or puts it into the public domain without

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the agreement of the other party's SPoC, whether deliberately or inadvertently, the other party to the agreement may suspend the operation of this MoU or specific Annexes thereto if it deems this appropriate.

#### 10.18. **Resolving Issues**

10.18.1. Any complaints, problems or issues specific to the information provided under this MoU, or apparent breaches of its terms, will be discussed by the SG and DWP SPoCs, who will agree a course of action in line with the agreed escalation process as previously outlined at Section 4 and 5 of this MoU.

### **11. Communications and Partnership Working Framework**

11.1. It is the responsibility of each party to effectively manage communications in relation to the devolved powers. However, DWP and SG will strive to work together as much as possible so that on occasions when consistency of message is key, an aligned and coordinated approach is taken forward to protect customer service as well as both governments' reputation for accuracy and competency.

11.2. The Scottish Government and UK Government may take different approaches to social security and employability policy, and public debate about differences between those approaches is likely to continue throughout the transition period and beyond. Alongside this continuing debate there is a need to provide consistent communications for service users and service providers about what will happen during the course of devolution. All parties will work together to develop and agree on an aligned communications approach that will look to put the service user/benefit claimant first.

11.3. A Communications and Partnership Working Framework between the social security programme and DWP and the employment services programme and DWP will be written and maintained. Each party will have officials responsible for the management of the same, including the associated plans/activities. However, the escalation routes detailed in this MoU will be maintained as required.

11.4. The Communications and Partnership Working Framework will include, but not be limited to, the following:

- Scope of Document; Key principles of working together; Key contacts
- Approach to planned communications; Approach to joint stakeholders
- Approach to reactive communications; Approach to planning of proactive communications to reflect milestones
- How lines to take will be communicated; Notice periods for intended communications that impact on the other
- Circumstances that would require approval from the other organisation and the associated process and timescales
- Provisions for short notice communications to be agreed
- Approach to communications internally within the direct and wider organisations
- Review and management of the framework; Escalation routes; Authorisation/approval of the framework

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## 12. Document Review and Approval

12.1. This MoU will be formally reviewed, by the three named SPoCs, on a quarterly basis, or earlier if parties agree there is a need. The review schedule will, as far as possible, be aligned with the key joint milestones, such as the milestone dates for the transfer of individual powers to SG. Individual Annexes may require separate review to different timescales; where this is the case, that will be set out clearly in the relevant Annex.

12.2. Both DWP and SG will seek feedback from their wider departments on the functioning of the MoU and Annexes, as well as the effectiveness of the joint working arrangements in general, and this will be fed back into the revision process. Outcome of each review will be a set of recommendations for amendments to the MoU and Annexes where necessary.

12.3. All proposed amendments, whether within or outwith the scheduled review process, will be submitted to the signatories of the MoU (or their successors) for consideration and sign off. Prior to signing off on individual amendments, either signatory may request for the proposed amendments to be discussed by JSOG.

## 13. Signatories

### **DWP**

Date: 10/10/16

Name: Richard Cornish

Position: DWP Devolution Director and SRO for DWP Scottish Devolution Programme

### **(SG) Social Security Programme**

Date: 14/09/16

Name: Stephen Kerr

Position: Social Security Director

### **(SG) Employability Programme**

Date: 30/09/16

Name: Dominic Munro

Position: Director for Fair Work, Employability and Skills

**RECORD OF ASSOCIATED ANNEXES**

<b>Annexes between the Social Security Programme and DWP</b>			
<b>Annex Reference</b>	<b>Annex Title</b>	<b>SG Asset/Reference Number(s)</b>	<b>DWP Asset/Reference Number(s)</b>
SSP-A			

<b>Annexes between the Employment Services Programme and DWP</b>			
<b>Annex Reference</b>	<b>Annex Title</b>	<b>SG Asset/Reference Number(s)</b>	<b>DWP Asset/Reference Number(s)</b>
ESP - A			