



Public Health
England



**MEMORANDUM OF UNDERSTANDING
BETWEEN**

PUBLIC HEALTH ENGLAND

AND

DRINKING WATER INSPECTORATE

1. The Participants

1.1 The Participants to this Memorandum of Understanding (MOU) are:

a) Public Health England, headquartered at Wellington House, 133-135 Waterloo Road, London, SE1 8UG, United Kingdom (PHE);

and

b) Drinking Water Inspectorate, Area 7E, 9 Millbank, c/o Nobel House, 17 Smith Square, London, SW1P 3JR

2. Background

2.1 The Participants recognise that there is great mutual benefit in co-operating with each other.

2.2 PHE is an executive agency of the UK Department of Health, with scientific and technical expertise in different disciplines of public health including communicable and non-communicable disease control, epidemiology, health improvement, disease surveillance, environmental public health and emergency response and management. Its mission is to protect and improve the nation's health and to address inequalities.

2.3 DWI is the drinking water quality regulator for England and Wales. It was formed in 1990 and is part of the Department for Environment, Food and Rural Affairs (Defra). The Chief Inspector is appointed by the Secretary of State for Environment, Food and Rural Affairs (in England) and the National Assembly for Wales, and acts independently of government. The overarching objective of DWI is to maintain public confidence in the safety and quality of public water supplies through the exercise of its powers of reporting, audit, inspection, enforcement and prosecution.

3. Purpose of the Memorandum of Understanding

3.1 There is a joint need to develop information exchange and better mutual understanding between both Participants in relation to the supply of wholesome drinking water whilst observing the respective responsibilities and ensuring compliance with the regulatory framework and the legal duties for the promotion and protection of public health.

3.2 The purpose of this MOU is to further enhance co-operation between the Participants, in particular through exchanges of expertise, collaboration on projects of joint interest, information exchange, and increased mutual understanding.

3.3 This MOU will also inform stakeholders about the relationship between the Participants and how they interact, with the shared aims of minimising the duplication of activity and, wherever possible, to reduce regulatory uncertainty.

4. Areas to which the MOU applies

4.1 The Participants will work together in accordance with the provisions of this MOU on areas of mutual interest. Schedule 1 to this MOU contains the areas of mutual interest to the Participants.

4.2 This MOU is not intended to be legally binding nor confer legal rights or obligations or to impose financial or commercial responsibilities on the Participants. Should a Participant wish to create financial commitments, then it may request the execution of a separate legally binding contract.

4.3 Nothing in this MOU is intended to or shall be deemed to establish an exclusive relationship or legal partnership between the Participants, to restrict any activities that either Participant would otherwise be able to undertake, to authorise either Participant to make or enter into any commitments for on behalf of the other Participant, nor constitute a Participant as an agent of the other Participant.

5. Mutual Consultation

5.1 Where possible and appropriate, the Participants will consult each other regularly and endeavour to keep each other informed on strategic matters of common interest to ensure a degree of co-operation and for the purpose of achieving their respective objectives.

5.2 The Participants will utilise this joint co-operation to explore funding opportunities in order to further the joint work of the collaboration.

6. Exchange of Information

6.1 To facilitate the exchange of information to support the implementation of the MOU, the Participants shall:

- a) aim to minimise the information burden placed on undertakers and licensed water suppliers (companies);
- b) aim to avoid duplication by sharing publication schedules and plans to collect information from companies;
- c) where appropriate, consult each other before considering an approach to companies to determine whether the required information is already held in a suitable form by the other Participant;
- d) provide any information in their possession that may be reasonably requested by the other to enable it to carry out its regulatory and statutory functions, subject to necessary confidentiality constraint and safeguards and statutory bars on disclosure;
- e) refer back to the other Participant any request for information which is held but was not collected by the Participant and is confidential in nature;
- f) make each other aware of any significant disclosures to third parties of information shared between each other; and
- g) routinely consider briefing each other appropriately when dealing with issues of mutual interest.

- 6.2 To build on the good working relationship that already exists, the exchange of information should be based on the following principles. The Participants shall:
- a) engage in an open and constructive working relationship, respect each other's views, where different, after discussion to ensure proper understanding of the reasons for any such differences;
 - b) work closely together at all levels, both in policy, and in strategic issues of importance;
 - c) notify each other well in advance, where possible, of significant announcements and developments in policy;
 - d) identify the areas of regulatory interaction and set out what each expects of the other; and
 - e) minimise duplication of activity wherever possible.
- 6.3 Where there are matters of common interest of communications, the Participants are committed to the principle of good communication with each other on areas of mutual interest on a "no surprises" basis. This will be done through regular liaison and regular discussion on relevant issues. The intention is not to constrain the discretion of either Participant but to allow each to make representations to the other in sufficient time for those representations to be considered.
- 6.4 Subject to the Freedom of Information Act and Environmental Information Regulations, in confidence where necessary, the Participants shall:
- a) alert each other as soon as practicable to relevant developments within their areas of responsibility, whenever possible prior to publication or exceptionally, where this is not possible, brief each other on any relevant announcements of mutual interest before they are made;
 - b) give appropriate consideration to the views of others and explain where they do not agree; and have regard to advice from the other and act on it, as appropriate;
 - c) notify each other of formal press conferences and other public events hosted by one, but of interest to both; and
 - d) liaise, involve and keep each other informed as necessary on the drafting of key documents where relevant to the others function.

7 Modes of Co-operation

- 7.1 Modes of co-operation will be jointly determined by the Participants with respect to the interests and resources of both Participants. Schedule 1 to this MOU outlines the roles and responsibilities of the Participants and how they will interact.
- 7.2 The Participants will each nominate senior individuals to act as focal points, responsible for ensuring effective liaison between them and for maintaining an overall perspective on developments initiated through this MOU and related Schedules and separate legally binding contracts for joint programmes of work. Schedule 2 to this MOU provides the contact details of the responsible focal points. Schedule 3 to this MOU lists the information required as a minimum to be agreed between the Participants prior to the initiation of any joint programme of

work.

- 7.3 An interim evaluation of joint activities will be conducted on an annual basis to monitor their success and make any necessary recommendations to broaden or limit their scope and to improve processes.
- 7.4 At the end of any joint programme of work an evaluation of its successes and limitations will be expected to inform a decision on its renewal and any new terms or amendments.
- 7.5 The Participants will use each other's names and logos only as specifically agreed in advance in writing between them.

8. Confidentiality of Information

- 8.1 The Participants will ensure that information communicated under this MOU is treated in accordance with due confidentiality, security standards, laws and regulations related to the processing and distribution of such information, subject to overriding statutory legal obligations.
- 8.2 Where information contains intellectual property, personal data, or any other form of knowledge or data which may be regarded as confidential, the Participants undertake to treat all such information as strictly confidential and not divulge the same to any third party nor make use of any such confidential information, other than for the purpose agreed in writing between the Participants.
- 8.3 The execution of this MOU shall not affect the validity of any confidential disclosure agreements signed by the Participants which shall remain in full force and effect.

9. Differences of Interpretation or Application

- 9.1 The Participants will seek to resolve any differences in the interpretation or application of the MOU through mutual consultation.

10. Amendments

- 10.1 This MOU may be amended by the mutual written consent of both Participants, at any time in accordance with their respective requirements. Any mutually agreed amendment will not affect current programmes of work, until the completion of said programmes, unless agreed otherwise in writing between the Participants.

11. Duration

- 11.1 This MOU will remain in effect unless terminated and will be reviewed by the Participants every three (3) years.

12. Termination of the MOU

- 12.1 This MOU may be terminated by either Participant upon three (3) months' written

notice or immediately by mutual consent. This will not affect current work programmes, until the completion of said programmes, unless agreed otherwise in writing between the organisations.

12.2 In the event of termination, the obligations regarding the use of confidential information generated under this MOU will continue.

13. Coming into Effect


13.1 This MOU will come into effect upon signature by both Participants.

**Signed for and on behalf of
PUBLIC HEALTH ENGLAND**



Duncan Selbie
Chief Executive
Public Health England

**Signed for and on behalf of
DRINKING WATER INSPECTORATE**



Jeni Colbourne
Chief Inspector of Drinking Water
Drinking Water Inspectorate

Date: 12.3.15

Date: 16.3.15

SCHEDULE 1:

ROLES AND RESPONSIBILITIES

DWI

The Drinking Water Inspectorate (DWI) for England and Wales acts for and on behalf of the Secretary of State for Environment, Food and Rural Affairs and Welsh Ministers in fulfilling their statutory duties in terms of drinking water quality. The Inspectorate was established under Section 60 of the Water Act 1989, subsequently Section 86 of the Water Industry Act 1991 (WIA91). Its principal role is to apply and enforce the Water Supply (Water Quality) Regulations 2000 (as amended). To this end DWI:

- a) rigorously checks the quality of water supplied by water undertakers and prospective combined licensees in England and Wales, using information supplied by them;
- b) carries out audit inspections of each water undertaker in respect of any of their quality-related water supply duties;
- c) initiates enforcement action, where necessary, to ensure that drinking water standards are maintained and that water undertakers are meeting their other regulatory duties; and
- d) investigates all incidents that affect or threaten to affect drinking water quality and determines whether the water undertaker, or where appropriate, the water supply licensee and / or their respective contractors took appropriate action to protect consumers, returned supplies to normal as quickly as possible, and had taken suitable action to prevent a recurrence. Where necessary, proceedings may be instituted if there is sufficient evidence to show that water unfit for human consumption was supplied during the incident.

PHE

Public Health England (PHE) is an operationally autonomous executive agency of the Department of Health (DH). The general function of PHE is to fulfil the Secretary of State for Health's statutory duty to protect health and address inequalities, and promote the health and wellbeing of the nation. PHE discharges this function by:

- a) providing government, local government, the NHS, Parliament and MPs, industry, public health professionals and the public with evidence-based professional, scientific and delivery expertise and advice;
- b) supporting local government in their legal duty to improve the public's health and, through them, clinical commissioning groups, by providing evidence and knowledge on local health needs, alongside practical and professional advice on what to do to improve and protect health, taking action nationally where it makes sense to do so;
- c) being NHS England's public health advisor;
- d) ensuring there are effective arrangements in place nationally and locally for preparing, planning and responding to health protection

concerns and emergencies, including the future impact of climate change;

- e) providing specialist health protection, epidemiology and microbiology services across England;
- f) contributing to oversight of the Section 7A Agreement between DH and NHS England (under Section 7A of the NHS Act 2006, the Secretary of State may reach agreements with NHS England, a Clinical Commissioning Group or a local authority to deliver public services on his behalf). This includes provision of the service specifications against which NHS England commissions these services, as well as expert public health advice and quality assurance functions to their commissioning teams. The Chief Executive of PHE is a member of the NHS Public Health Oversight Group that holds NHS England to account for delivery;
- g) undertaking and contributing to research and development in areas relevant to its other functions; and
- h) working in partnership with the Chief Medical Officer for England and with colleagues in Scotland, Wales and Northern Ireland to protect and improve the public's health, as well as internationally through a wide-ranging global health programme acting on behalf of the Secretary of State for Health in relation to his statutory responsibilities in relation to water fluoridation.

AREAS OF MUTUAL INTEREST

The Participants have identified the following areas to be of mutual interest. This list is provisional, non-exhaustive, and will be amended from time to time by the mutual written consent of both Participants:

Provision of medical advice for:

- Microbiological;
- Chemical;
- Toxological; and
- Radiological parameters.

Collaboration on research undertaken by either Participant in the field of drinking water and health including:

- Funding; and
- Research outputs.

Provision of surveillance, epidemiological data, advice or notifications and/or evidence including that derived from HPzone (or equivalent successor systems) where water may be implicated;

- In community diseases in the community and episodes of infection;
- Arising from concerns by either Participant;
- Provision of information by Water Companies or suppliers whom have notified PHE where water may give rise to significant risk to human

health and where PHE becomes aware this has not been notified to the relevant regulatory bodies;

- On matters relating to concerns of supply or where they have notified under their legal duty and where relevant; and
- Provision of information to Local Authorities in the matter of private supplies.

Fluoridation and surveillance

Collaboration will be through the water fluoridation group but the following principles should be observed:

- DWI will provide geographic information identify fluoridated water supply zones and their boundaries in England on an annual basis;
- PHE will provide to DWI the target fluoride levels specified in fluoride agreements and required by legislation where the point of compliance is at the consumers tap;
- DWI will identify Water Supply Zones (WSZs) whose fluoride levels are outside of the target levels provided above;
- The water fluoridation group will collaboratively consider the methodologies assigned to examine acquired fluoride data and future data initiatives where these data do not breach the requirements of "collaboration on data sharing" as set out below;
- Any technical audit reports following the identification of levels outside of agreed criteria resulting in a visit by the DWI will be made available to the fluoride working group;
- Avoidance of duplicate demands for information and compliance with Better Regulation including avoidance of technical audits outside of the scope of expertise, collection of similar information and requests for additional information from companies resulting in an unnecessary additional regulatory burden; and
- Collaborative working to meet both Participants objectives whilst respecting regulatory demarcation.

Emergency planning and response where:

- Advice has been requested or issued to any party on matters relating to drinking water; and
- Communications during the response to an emergency.

Collaboration on data sharing:

Under a clear governance structure with protocols for:

- Data relating to water parameters;
- Infrastructure where this does not contravene protection of national security;
- Collaborative links to zonal or site information where available and reasonable to do so and where such information can be shown to be adequately protected to the required government standard or where the information does not contain official and sensitive information and is updated to ensure it is current; and

- Reporting of outputs observing regulatory duties.

Other areas

- Links with WHO and collaboration;
- Legionella control;
- Cross-border UK issues relating to drinking water; and
- Miscellaneous projects, initiatives and work programmes that involve drinking water.

Working arrangements

DWI and PHE shall:

- Meet regularly at a strategic level at least annually or more often at any Participant's request. The meeting will be used to review matters of common interest, as well as the effectiveness and functioning of this MOU;
- Nominate appropriate members of staff to be responsible for handling day to day communications in respect of this MOU;
- Nominate specific members of staff for each area of interest;
- Undertake regularly quantifying the benefits of working level arrangements in areas of interest; and
- Produce guidance for their staff to support effective implementation of the MOU.

SCHEDULE 2: RESPONSIBLE FOCAL POINTS

PHE	<p>Professor Paul Cosford Director for Health Protection & Medical Director Email: paul.cosford@phe.gov.uk Tel: 0207 811 7033</p> <p>Professor Kevin Fenton Director of Health & Wellbeing Email: kevin.fenton@phe.gov.uk Tel: 020 7654 8022</p>
DWI	<p>Marcus Rink Deputy Chief Inspector (Operations) Email: marcus.rink@defra.gsi.gov.uk Tel: 0776 589 7098</p>

SCHEDULE 3: INFORMATION REQUIRED AS A MINIMUM FOR EACH JOINT PROGRAMME OF WORK

The following information is required as a minimum prior to the initiation of any joint programme of work:

- a) the key objectives of the joint programme of work;
- b) the principles of collaboration;
- c) the legal and financial terms for the joint programme of work;
- d) the governance structures to be put in place; and
- e) the respective roles and responsibilities the Participants will have during the joint programme of work.