

# **Memorandum of Understanding - Sport and Physical Activity in South Yorkshire – Working together for a happy, healthy and prosperous South Yorkshire**

## **1 Partners to this agreement**

1.1 This Memorandum of Understanding (MoU) is entered into by and between:

- South Yorkshire Mayoral Combined Authority (SYMCA)
- South Yorkshire Integrated Care Board (ICB)
- The English Sport Council “Sport England”

Collectively referred to as "the Partners"

## **2 Purpose of this MoU**

2.1 This MoU outlines the collective commitments, principles, and areas of opportunity that will guide the Partners' collaborative efforts to enhance the levels of sport and physical activity across South Yorkshire, driving growth and shifting outcomes to support people into and to stay in work, improve the resilience of public services, support cohesive communities, and enable more people to live in better health for longer. This collaborative approach is intended to add value to existing and emerging local priorities and opportunities.

2.2 The work through this MoU provides the opportunity to:

- Strengthen the Partners' commitment to work together to align the joint ambitions of the Partners, ensuring that sport and physical activity plays its part
- Enhance regional advocacy and influence, amplifying the collective voice of South Yorkshire in advocating for the benefits of sport and physical activity at a regional and national level
- Strengthen the regional narrative for sport and physical activity, developing a shared regional vision and narrative around the importance of sport and physical activity, respecting the unique contexts of different localities.
- Facilitate the integration of sport and physical activity across strategic agendas demonstrating how sport and physical activity strategically and practically can be embedded across various policy areas, such as health, economic growth, public service reform, and community development. This integration will ensure that sport and physical activity is considered a key enabler for achieving wider regional outcomes
- Provide a mechanism for joint planning and resource allocation, being driven by the experience of place partners to identify where working at a South Yorkshire footprint adds value
- Support the scaling and spread of best practice and innovation
- Enhance capability and capacity building, supporting the development of skills and resources within the system to increase participation in sport and physical activity
- Bring together governance, learning, and evaluation to show impact and support ongoing improvement
- Create space for innovation on a regional footprint

### 3 Scope of the memorandum of understanding

- 3.1 This MoU sets out at a high level how the Partners will work together in a collaborative partnership (“the Partnership”)
- 3.2 The MoU is not intended to be legally binding except as specifically stated in relevant clauses

### 4 Background

- 4.1 The Partners share a collective ambition to create a happy, healthy, and prosperous South Yorkshire. Sport and physical activity are recognised as playing a significant role in achieving this ambition by improving physical and mental health, driving economic growth, connecting communities, and supporting sustainable living.
- 4.2 The Partners acknowledge that too often, those who stand to benefit the most from being active face the greatest inequality and have the least opportunity to participate. This will be a priority for us throughout this work.
- 4.3 South Yorkshire has nationally leading assets and a track record of innovative local best practice, positioning the region to take the lead in using sport and physical activity to drive sustainable social and economic outcomes. Leveraging these strengths will be critical as we endeavour to tackle the challenges facing the region – namely declining health outcomes and severe pockets of economic deprivation, recognised by Sport England through their identification of all four Local Authorities as being within their greatest need classification: Barnsley Metropolitan Borough Council, City of Doncaster Council, Rotherham Metropolitan Borough Council and Sheffield City Council.

### 5 Shared vision and goals:

- 5.1 The overarching vision of the Partners is to ensure sport and physical activity is playing its full role in supporting a happy, healthy and prosperous South Yorkshire. To achieve this, the Partners commit to working together on a number of prioritised theme areas:
  - **Health:** The Partners want South Yorkshire to be a place where people live longer in good health, and for sport and physical activity to play its part
  - **Growth:** The Partners want South Yorkshire to be a place where people thrive and grow, where sport and physical activity plays its part in economic growth and where the sport and physical activity sector can flourish
  - **Children and Young People:** The Partners want South Yorkshire to be a place where every child has the best start in life and where every school is an active school
  - **Walking, Wheeling and Cycling:** The Partners want South Yorkshire to be a place that empowers people to choose to walk, wheel, scoot and cycle every day to support their health
  - **Communities:** The Partners want South Yorkshire to be a place where everyone can feel safe being physically active in their community and where sport plays its part to unite and connect people

- **Innovation:** The Partners want South Yorkshire to lead the way in innovating new interventions, solutions and approaches that ensure that sport and physical activity contributes fully to improving the quality of life for people facing the greatest inequalities
- 5.2 The Partners will explore these key areas of joint policy focus, using our collective commitments as a framework to co-develop delivery plans with partners within the South Yorkshire system. This work will consider interventions that can be delivered through:
- Integration of sport and physical activity at a regional level
  - Amplifying existing strengths and best practice from a local level
  - Sharing learning and collaboration, building capability and capacity to support better outcomes
  - Innovative new programmes

## 6 Guiding Principles

- 6.1 The Partners' wider system partners will be guided by the following principles in their collaborative work:
- **Evidence and insight:** Decisions and actions will be informed by evidence, data, and community insight
  - **Local leadership:** Local leadership will shape activities based on a deep understanding of South Yorkshire's unique context and opportunities.
  - **Added value:** Work at the South Yorkshire level will add value to existing and emerging local opportunities
  - **Innovation and learning:** The Partners will foster a culture of innovation and continuous learning, sharing best practices and working together to find solutions
  - **Boldness and trust:** The Partners will be bold in their ideas and approaches, underpinned by strong relationships and trust
  - **Equity and inclusion:** Efforts will benefit everyone, with a particular focus on those facing the most significant inequality
  - **Sustainability:** The Partners are committed to making long-term, sustainable change
  - **Community-led:** The Partners will be guided by being community-led

## 7 Places, Structure and Governance

- 7.1 The Partners recognise that people living in neighbourhoods are best placed to understand their individual experience and context and therefore what works for them. Change can be supported by a systems approach, connecting the voice and strengths in communities with support at district and sub-regional level.
- 7.2 The Partners acknowledge that the implementation and influence of systems, strategies, and policies primarily occur within each of the four Local Authority areas, alongside the work across South Yorkshire. Each Local Authority area has an established strategic Place Partnership that provides leadership and coordinated delivery approaches for sport and physical activity: Get Doncaster Moving, Move More Sheffield, Active in Barnsley and Moving Rotherham. It is recognised that these Place Partnerships are best placed to understand their places, communities and people and any work at South Yorkshire level should add value to existing work.
- 7.3 The Partners embrace the opportunity to work alongside other sectors and organisations such as education, work and skills, housing, police, health and social care, to help improve the lives of those facing the greatest inequalities. They will commit to working collaboratively and convening spaces to co-design for joint delivery.
- 7.4 As the Government continues to pursue wider and deeper devolution, recognising the power of sub-regional governance, the Partners have come together to identify key commitments to support the regional ambitions across the South Yorkshire footprint:
- **Integration:** To recognise and pursue opportunities to integrate and embed sport and physical activity across strategic priorities and agendas as an enabler for wider outcomes
  - **Capability and capacity:** To support enhanced capability and capacity across the system to increase physical activity, recognising the importance of community-based approaches and community voice
  - **Advocacy and regional narrative:** To join voices at a regional level to more strongly advocate for the benefits of sport and physical activity and develop a shared regional vision and narrative that respects local contexts
  - **Systems leadership:** To act as systems leaders and support the proliferation of advocates of sport and physical activity across the public and private sector
  - **Relationships, connections and convening:** To work collaboratively and collegially, using convening power and connecting people and agendas to join the movement to support sport and physical activity
  - **Learning and sharing:** To share best practice and adopt a learning mindset as equal partners who are working towards a joint ambition
- 7.5 This MOU will be serviced through an annually agreed action plan translating the priorities in section 5 to a meaningful set out of input/outputs/outcomes. This action plan will be overseen operationally by a core group of members from the Partners and oversight provided by a strategic advisory group of wider system partners.

7.6 The Mayor for South Yorkshire, CEO of Sport England, ICB CEO and CEO of Yorkshire Sport Foundation will meet twice a year to:

- Monitor progress on the plans related to the areas of work contained in section 5 of this MoU
- Identify areas for development in relation to changes in the policy and strategy environment
- Identify potential areas for aligning resources
- Ensure sport and physical activity is connected and embedded within South Yorkshire structures
- Champion innovative thinking and actively foster an environment which supports and tests new approaches to inform sustainable, long term delivery models

- 7.7 More frequent engagement will take place between the Partners and a range of other relevant organisations to foster collaborative working, provide oversight and ensure more detailed planning and delivery takes place. This will include a core group able to take forward identified action, supported by a strategic group providing insight, guidance and practical assistance.
- 7.8 Formal reporting mechanisms will be established into other strategic structures such as the South Yorkshire Integrated Care Partnership

## 8 Role of Yorkshire Sport Foundation

- 8.1 While Yorkshire Sport Foundation is not a signatory to this MoU it is recognised by the Partners as the Active Partnership for South Yorkshire, a System Partner funded by Sport England to work with regional and local partners to connect, influence and support on behalf of the sector:
- **Connect:** Bringing people, ideas, agendas, projects and expertise together across South Yorkshire
  - **Influence:** Using evidence and insight influencing policy, strategy and thinking to ensure sport and physical activity plays its full part in supporting the economic and social prosperity of South Yorkshire
  - **Support:** Providing backing, guidance and resources to and on behalf of our partners
- 8.2 The Partners recognise that the actions behind this MOU will be delivered by a wide range of people and organisations. Amongst others, Yorkshire Sport Foundation will support and facilitate this work alongside representing the sector within relevant regional structures.

## 9 Role of Local Authorities

- 9.1 The South Yorkshire Mayoral Combined Authority (SYMCA) is a formal partnership of Local Authorities that shapes policy and leads on decision-making. Therefore, whilst the four South Yorkshire Local Authorities are not signatories to this MoU it is recognised by the Partners that strategic collaboration with Local Authorities is pivotal to this work and integrated within SYMCA's existing governance structures.
- 9.2 As referenced in Section 7 the implementation and influence of systems, strategies, and policies primarily occur within each of the four Local Authority areas, with individual place partnerships being best placed to understand their places, communities and people. Our collaboration at South Yorkshire footprint seeks to support and add value to this work, extending the whole system approach beyond Local Authority boundaries to the wider regional and national system that impacts outcomes at place.
- 9.3 To enable implementation, Local Authorities will be represented at both the core delivery group and strategic advisory group, providing local context and guidance to ensure developments add value to what is already in place.

## 10 Communications

- 10.1 The Partners will agree a form of words to describe the Partnership and protocols for agreeing communication content, share brand guidelines, establish press office contacts, and liaise regularly about communications opportunities.
- 10.2 The Partners will not speak on each other's behalf
- 10.3 Parties will continue to publish information independently that is not linked to the Partnership
- 10.4 Where the Partners have both evaluated and agreed evidence or good practice to be disseminated to others it will bear all communication brands. This will not limit each from publicising evidence or best practice using solo brands.
- 10.5** Corporate identity guidelines will be adhered to

## 11 Confidentiality and data

This clause is intended to be legally binding

- 11.1 The Partners agree and acknowledge that the discussions related to the Partnership and the MoU may include confidential information and are subject to a separate Non-Disclosure Agreement (“NDA”) where and if appropriate, to be executed by the parties as soon as possible after completion of this MoU. Neither party will disclose confidential information without the prior written consent of the other party in accordance with that NDA. Notwithstanding the foregoing any party who is subject to the legislation set out in 11.2 below shall not be precluded from making appropriate disclosures where requested.

#### **Data sharing and Freedom of Information**

- 11.2 The Partners will adhere to protect personal data.
- (i) Where any Personal Data are processed in connection with this MoU, the Partners acknowledge that they each act as an independent Data Controller
  - (ii) The Partners will comply with all relevant Data Protection Legislation
  - (iii) “Data Protection Legislation” means (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (General Data Protection Regulation) (the “GDPR”); (ii) the EU e-Privacy Directive (Directive 2002/58/EC); and (iii) the Data Protection Act 2018; (iv) the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; (v) any and all applicable national data protection and privacy laws in force from time to time in the UK made under or pursuant to (i) or (ii); in each case as may be amended or superseded from time to time; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications).
- 11.3 The Partners acknowledge that each is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations and shall assist and co-operate with each other to enable compliance with its information disclosure obligations.
- 11.4 Where one Party considers that any information it has provided to the other is exempt from disclosure under the FOIA, it must tell the other party and refer to the relevant exemption and give reasons why it is so exempt.
- 11.5 Each party acknowledges that each other party, upon any request for disclosure, shall be responsible for determining in its absolute discretion whether any of the content of the MoU is exempt from disclosure in accordance with the provisions of the FOIA and/or the Environmental Information Regulations.

## **12 Payment**

- 12.1 This MoU does not create or imply any financial obligations between the Partners. Any investment or funding commitments will be subject to separate, formal agreements as required.



## 13 Wider opportunities

- 13.1 This MoU does not limit the scope for potential joint work and each Partner will seek to explore any collaborations, locally, nationally or internationally, which might deliver game changing results.

## 14 Review

- 14.1 The Partners will work collaboratively for a period of three years. The Partnership will be reviewed annually to confirm continuation and regular updates of shared objectives.

## 15 General

- 15.1 The Partners agree that they will comply with the relevant rules, regulations, policies and procedures of the other organisations to the extent necessary for the purposes of the implementation and operation of this MoU.
- 15.2 This refreshed MoU will come into force on the date of signature below and will remain in force unless terminated. It will be subject to review on an annual basis.
- 15.3 This MoU can be terminated by either party on giving at least three (3) months' notice in writing to the other
- 15.4 The terms of the MoU can be amended by mutual agreement in writing of the parties