

SAFEGUARDING MEMORANDUM OF UNDERSTANDING

BETWEEN



THE DIOCESE OF LONDON

AND



ST PAUL'S CATHEDRAL

JUNE 2023

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1. BACKGROUND

- 1.1 This Memorandum of Understanding (MOU) has been drafted to replace the Safeguarding Service Level Agreement between the Diocese of London and St Paul's Cathedral signed in February 2022. Its creation is advised by the House of Bishops as part of the national safeguarding framework and sets out how the two entities will work together in partnership to protect the vulnerable.¹
- 1.2 The Cathedral is a community of worship and mission with a particular role in supporting the Bishop of London in their work across the Diocese and beyond. It is committed to protecting the welfare of children and of all adults who are vulnerable – whether that be their worshippers, visitors, Cathedral Ministers, staff or volunteers.
- 1.3 The Diocese of London is committed to safeguarding children, young people and vulnerable adults to worship and grow in Christ safely. "Safer Churches" is a key priority for their 2030 vision, safeguarding is seen as everyone's responsibility.
- 1.4 The Church of England is committed to safeguarding as an integral part of its ministry and mission, promoting a safer culture. It has set out the national safeguarding policy, "Promoting a Safer Church" supported by guidance from the

¹ P25 S5.2 Key Roles and Responsibilities of Church Office Holders and Bodies Practice Guidance. HoB Oct. 2017

House of Bishops which this MOU seeks to bring to life by establishing a mechanism through which the Diocese and its Cathedral can work in partnership to achieve their respective safeguarding aims and objectives.

1.5 This MOU has been prepared with cognisance of the Cathedrals Measure 2021 which requires cathedrals to register as charities, with the members of Chapter as trustees, and updates provisions about the Cathedral's governance, management, property and financial affairs.

1.6 The Cathedral takes day to day responsibility for its safeguarding arrangements as set out in its safeguarding policy and procedures as well as ensuring its own data protection compliance. The Dean, together with the Chapter, as charity trustees, are ultimately responsible and accountable for ensuring that the commitments of "Promoting a Safer Church" are delivered.

1.7 This is an equal partnership for the mutual benefit of all involved in safeguarding the vulnerable.

2. AIMS AND OBJECTIVES

2.1 The aim of this MOU is to set out how the Diocese and its Cathedral will work in partnership to deliver on their respective commitments to ensuring the safety and wellbeing of those who are potentially at risk of harm, abuse or neglect. It does not replace the existing safeguarding frameworks of either party but seeks to support and enhance them by setting out and agreeing to mutually supportive joint working arrangements.

2.2 The objective is to ensure clarity of understanding on how the two parties will work together with particular regard to the response to safeguarding incidents or concerns and establish primacy or jurisdiction where necessary.

3. PARTNERSHIP ACTIVITIES

3.1 The Cathedral and Diocese will follow the House of Bishops' safeguarding policy and practice guidance wherever possible, as required. As the Cathedral has made separate safeguarding arrangements from the Diocese, the Cathedral

Safeguarding Officer (CSO) and the Diocesan Head of Safeguarding (HoS) will work closely together to ensure national guidance is followed.² The CSO will be a paid safeguarding professional.

3.2 The CSO will maintain a record of all concerns or incidents on a structured case management database in accordance with relevant data privacy law including UKGDPR. They will evaluate any reports received and will share information with the HoS in accordance with the House of Bishops' Guidance based on one of three criteria:

- *For information only* – occasional routine, non-complex matters managed by the Cathedral where the Diocese may have an interest.
- *For advice* from the HoS or casework supervisor – more complex or higher risk issues where peer support or additional professional guidance would be beneficial in assisting the Cathedral's response.
- *For action* by the Diocese – more complex cases (see 3.4 below) where guidance requires the Diocese to take the lead or where there is a potential reputational risk for notification to either Chapter or the Bishop.

The Cathedral will adopt the MyConcern case management system and ensure access levels for the DSM are set to ensure effective support and advice can be provided when required.

3.3 The Diocese and the Cathedral will enter into a separate information sharing agreement to ensure that the information referred to in paragraph 3.2 above is shared in accordance with data privacy law and best safeguarding practice.

3.4 Concerns or allegations against Cathedral Ministers or other church officers at the Cathedral will be reported to the HoS or their deputy as soon as practicable. A church officer is ordinarily defined as anyone appointed by or on behalf of the cathedral church to a post or role, whether they are ordained or lay, paid or unpaid.³ The signatories to this MOU however accept that the Cathedral is a large

² P15 S2.6 Key Roles and Responsibilities of Church Office Holders and Bodies Practice Guidance. HoB Oct. 2017

³ P5 Introduction Key Roles and Responsibilities of Church Office Holders and Bodies Practice Guidance. HoB Oct. 2017

entity and therefore this category for referral will be restricted to those Cathedral Ministers and senior roles in a position of trust listed in Appendix A. Any safeguarding issues involving a Bishop or Dean should be dealt with by the National Safeguarding Team upon referral by the Diocese or Cathedral.

3.5 Within 24 hours, the HoS will appoint a case worker and convene a Safeguarding Case Management Group (Core Group) to oversee and manage the response to a safeguarding concern or allegation involving a minister or senior church officer as defined in Appendix A after consultation with the Chapter Safeguarding Lead (CSL) and the CSO⁴. The Cathedral will be represented at the SCMG, which will follow the processes outlined in national guidance. The CSO will work with the HoS to ensure a risk assessment is carried out and statutory services notified where appropriate.

3.6 Any concerns or allegations reported which do not involve those listed in Appendix A will be managed by the Cathedral using the same process, including legal advice, as appropriate. A Cathedral led SCMG will be chaired by either the CSL or the Chief Operating Officer (COO). The HoS will send a representative to provide advice and support if requested.

3.7 Where there is any disagreement between the Cathedral and the Diocese about how to proceed in relation to a safeguarding concern or allegation, the matter should be escalated to the chair of the DSAP. If the disagreement remains unresolved, a final determination should be sought from the National Safeguarding Team⁵.

3.8 Any communications strategy or publicity envisaged relating to cases will be agreed jointly between the Diocese and the Cathedral through the SCMG process.

⁴ P18 S1.6.2 House of Bishops Practice Guidance December 2017

⁵ P19 House of Bishops Practice Guidance "Responding to, assessing and managing concerns or allegations against church officers" 2017

- 3.9 The CSO will report serious safeguarding incidents to the Charity Commission in line with the parameters of the Chapter's delegated responsibility after consultation with the SCMG if one is established, this will include those being managed by the Diocese⁶.

4. MONITORING

- 4.1 Adherence to this MOU and the efficacy of arrangements in practice will be monitored by the Cathedral's Safeguarding Advisory Group and the Diocesan Safeguarding Advisory Panel (DSAP) and subject to annual reporting to the Chapter and Bishop by the respective independent chairs of these panels.
- 4.2 The Cathedral will be represented at the DSAP by the CSL, COO or, in their unavoidable absence, the CSO. Any concerns should be raised at the earliest opportunity with the designated leads.
- 4.3 The CSO will receive regular professional supervision from a qualified social work professional. Quality assurance of the Cathedral's case work may be provided by the Diocese. The CSO may reciprocate in providing their professional expertise and perspective on cases managed by the Diocese as required.
- 4.4 Joint training opportunities may be offered by either party to ensure both the Cathedral and Diocese staff are consistent, competent and confident in the delivery of their respective safeguarding responses.

5. DESIGNATED LEADS

- 5.1 Chapter will appoint a Safeguarding Lead, normally a residentiary canon, to ensure the Cathedral adheres to national safeguarding requirements. They will report regularly to the Dean and Chapter and represent the Cathedral at the DSAP and any CSMG involving the Cathedral.
- 5.2 The Diocesan Secretary will ensure that the expectations set out in this MOU are met by the HoS and their team.

⁶ <https://www.gov.uk/guidance/how-to-report-a-serious-incident-in-your-charity>.

5.3 The Cathedral COO will uphold the Cathedral's safeguarding policies and procedures and support the work of the CSO and CSL, in particular when responding to safeguarding concerns or reports involving Cathedral employees.

6. GOVERNANCE AND OVERSIGHT ARRANGEMENTS

6.1 The Dean and Bishop will review annually the effectiveness of the working relationship of this agreement in consultation with their respective safeguarding leads and independent chairs.

6.2 The HoS and the CSO will review this agreement following any changes to national safeguarding guidance or at least annually and will propose updates to the agreement where necessary to reflect current and best safeguarding practice. The parties will always seek to resolve any difficulties amenable and in a timely fashion.

6.3 Termination of this agreement by either party will require two months' notice.

7. FINANCIAL CONTRIBUTIONS

7.1 Each party will be responsible for managing their own costs to meet expectations set out in the national safeguarding policy. Any additional costs incurred as a result of any joint or partnership working will be funded on an equitable, proportionate, case by case basis.

7.2 Where specific additional costs or other disbursements are likely to be incurred, agreement to meeting these will be sought before the work commences.


8. DISCLAIMER

8.1 The terms of this agreement do not imply any employment or contractual relationship between the London Diocesan Fund (LDF) and the Cathedral or their respective employees. The management, recruitment and day to day supervision of the CSO remains the responsibility of the Cathedral.

8.2 It should be noted that by signing this document or by participating in these arrangements, the two parties are not committing to legally binding obligations, and no consideration has passed between the parties such that a contract could

be implied. It is intended that the partners remain independent of each other and that their collaboration and use of the term 'partner' does not constitute the creation of a legal entity, nor authorise the entry into a commitment for or on behalf of each other.

Signed on behalf of [Diocese of London]



[Oliver Home Diocesan General Secretary]

Date 28/9/23

Signed on behalf of [St Paul's Cathedral]



[Canon Neil Evans Chapter Safeguarding Lead]

Date 29/8/23

Appendix A

For the purposes of the *Memorandum of Understanding* sections 3.4 - 3.6, the following senior roles are considered to be in a position of trust:

- Cathedral Ministers
- Cathedral Safeguarding Officer
- Chief Finance Officer
- Chief Operating Officer
- Dean's Virger
- Director of Music
- Head of HR
- Head of Schools and Family Learning
- Independent Safeguarding Chair
- Non-Executive Members of Chapter

Concerns or allegations relating to any of the above should be reported to the Head of Safeguarding, or their deputy as soon as possible.

