

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**THE MUCKAMORE ABBEY HOSPITAL INQUIRY**  
**and**  
**THE BELFAST HEALTH AND SOCIAL CARE TRUST**

**A. Introduction**

1. This Memorandum of Understanding (“MOU”) has been agreed following correspondence between the Muckamore Abbey Hospital Inquiry (“the Inquiry”) and the Belfast Health and Social Care Trust (“BHSCT”).
2. BHSCT is a Core Participant in the Inquiry.
3. The objective of the MOU is to provide a mechanism for appropriate steps to be taken to protect patient safety, where an allegation (or allegations) is made against a member of BHSCT staff in a statement, oral evidence or other material produced to the Inquiry.
4. Specifically, the MOU provides for circumstances where an allegation against a member of staff may not be known to BHSCT.
5. In such circumstances, it is important that the allegation should be brought to the attention of BHSCT staff who have responsibility to act in the interests of patient safety where necessary.
6. The confidentiality agreement signed by BHSCT staff and representatives working on the Inquiry requires that material disclosed by the Inquiry be used *only* for the purpose of the Inquiry; such material cannot be made available to any third party except as expressly permitted by that agreement. This MOU will enable material to be made available where appropriate to persons with responsibility to act in the interests of patient safety.
7. The MOU is not a legally binding document. It is without prejudice to any legal rights or remedies that either party to the MOU may have and wish to enforce. The independence of the parties and the separate legal regimes under which they operate must be respected.
8. The MOU must be read subject to the provisions of the Inquiries Act 2005 (“the Act”) and the Inquiry Rules 2006 (“the Rules”).
9. The MOU constitutes a variation of the confidentiality agreement signed by BHSCT staff and legal representatives working on the Inquiry.

10. The two parties will engage in ongoing consultations to ensure that the arrangements set out in the MOU are working effectively. The two parties will also ensure that all persons (employed by each party) involved in responsibilities that may fall within the ambit of the MOU are aware of its contents.
11. The single point of contact for communications between the two parties to this memorandum shall be:
  - a. For the Inquiry, the Solicitor to the Inquiry.
  - b. For BHSCT, John Johnston/Jane McManus, Directorate of Legal Services.

**B. Appropriate action for patient protection**

12. This MOU applies where:
  - a. an Inquiry witness statement contains an allegation against a person employed by BHSCT, but it is not clear whether the allegation has previously been made known to BHSCT;
  - b. a witness makes an allegation in oral evidence and it is not clear whether the allegation has previously been made known to BHSCT;
  - c. such an allegation is contained in other material produced to and disclosed by the Inquiry.
13. On receipt of a statement, evidence or material as above, BHSCT staff working on the Inquiry or their legal representatives will bring the matter to the attention of the relevant members of staff of BHSCT who have responsibility to act in the interests of patient safety when allegations against staff are received by BHSCT.
14. The relevant members of staff of BHSCT who have responsibility to act in the interests of patient safety will conduct the necessary checks to ascertain whether the matter has in fact previously been considered and whether appropriate action has been taken.
15. If the matter has not in fact previously been considered by the relevant members of staff of BHSCT who have responsibility to act in the interests of patient safety, then BHSCT staff working on the Inquiry or their legal representatives may provide those members of staff with the relevant extract from the witness statement, transcript of oral evidence or other Inquiry document containing the allegation. Those members of staff may then use the provided extract in the way they normally would when taking action in the interests of patient safety.
16. BHSCT will notify the Inquiry at the earliest reasonable opportunity of the outcome of the above, to include:

- a. source of the allegation;
  - b. member of staff against whom the allegation was made;
  - c. person(s) with responsibility for patient safety to whom matter was referred;
  - d. summary of steps taken as a result of referral.
17. If it is clear from the statement, evidence or material in which the allegation arises that the allegation has previously been referred to PSNI, BHSCT staff working on the Inquiry or their legal representatives will liaise with PSNI to ensure that appropriate steps have been taken or will be taken, if such steps are necessary having regard to the circumstances of the allegation, to protect patient safety.
18. BHSCT will notify the Inquiry as appropriate and at the earliest reasonable opportunity of the outcome of this exercise as per paragraph 16 above.

### **C. Conclusion**

19. The Chair and BHSCT will monitor the operation of the MOU on an ongoing basis as the Inquiry proceeds. There will be a formal review of the MOU every three months for as long as necessary in the course of the Inquiry.
20. Issues arising in respect of the operation of the MOU should be brought to the attention of the Solicitor to the Inquiry: [solicitor@mahinquiry.org.uk](mailto:solicitor@mahinquiry.org.uk)

Signed by the Chair:



Signed by Dr Cathy Jack on behalf of BHSCT:



Dated: 06 December 2022

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