Memorandum of Understanding: collaboration between the Parliamentary and Health Service Ombudsman (PHSO) and NHS Resolution (NHSR)

28 July 2026

This Memorandum of Understanding ('MoU') is made between:

- The Parliamentary and Health Service Ombudsman (PHSO), and
- NHS Resolution (NHSR).

Together, 'the Parties'.

1 Purpose

1.1 The Parties recognise each other's independence and distinct statutory responsibilities, while acknowledging shared strategic interests in improving patient safety, reducing harm, and supporting learning across the NHS.

1.2 The purpose of this MoU is to establish a framework for structured collaboration and cooperation where this provides mutual benefit, particularly in relation to:

- the use of insight and evidence to help prevent future failings in the delivery of safe care; and
- ensuring that services provided by both organisations are accessible, well understood, and designed around the needs of the individuals who use them.

1.3 This MoU sets out specific areas for collaboration, the governance arrangements for progressing them, and the commitments required from each Party.

2 Principles

2.1 The Parties agree to collaborate on the basis that:

- each organisation retains full independence and decision-making authority;
- nothing in this MoU affects the PHSO'S statutory role to investigate complaints about NHSR;

- any joint activity must support statutory duties and organisational objectives;
- information sharing will comply with all relevant legal and data protection requirements;
- resources committed to collaboration must be proportionate and value for money.

3 Areas for collaboration

3.1 The Parties agree to take forward two distinct areas of collaboration. Workstreams will be pursued separately, with the appropriate expertise involved in each.

3.2 Intelligence sharing

3.3 Both organisations hold valuable insight on emerging safety issues, recurring failures, and areas of operational pressure across the health system. Sharing high level intelligence will allow both Parties to:

- better anticipate and plan for demand, recognising that high complaint volumes may signal future claims, and vice versa; and
- present a stronger, combined narrative to NHS partners on areas of concern, drawing on complementary datasets (complaints and claims).

3.4 The Parties agree to establish a joint Intelligence Sharing Working Group to determine:

- appropriate mechanisms and meeting formats to support intelligence exchange, including membership and frequency;
- data requirements, including whether a formal Data Sharing Agreement is required (noting the intent to share high level themes rather than case specific information);
- the level of resource required to support ongoing intelligence sharing.

3.5 Operational collaboration

3.6 Although the Parties have distinct statutory processes (PHSO is focused on maladministration in its investigations; NHSR determines clinical negligence claims), both share an interest in ensuring clarity for service users and effective handling of cases where both organisations are involved.

3.7 The Parties will explore opportunities to collaborate on:

- explaining to service users the differences between PHSO and NHSR's functions;
- improving mutual understanding between staff in both organisations;
- strengthening and standardising signposting between the two organisations;
- improving communication in cases where both PHSO and NHSR are conducting an investigation.

3.8 A joint Operational Collaboration Working Group will be established to:

- articulate shared aims in each of the four opportunity areas above;
- propose specific activities for the next 12 months;
- assess the level of resource required for each activity;
- recommend which activities should be pursued in the short and medium term.

4 Governance and reporting

4.1 Each working group will report progress to the Sponsors of this MoU:

- Simon Hammond, Executive Director of Claims, NHSR; and
- Scott Stevenson, Director of Strategy and Resources, PHSO

4.2 The Parties agree to nominate appropriate representatives to participate in each working group. They will also nominate a lead for each group.

4.3 Progress will be reviewed by the Sponsors at agreed intervals, and the MoU may be updated by mutual consent.

5 Next Steps

5.1 The Parties commit to the following:

- Both Parties to nominate representatives and leads for each working group.
- Working groups to meet within four weeks of the finalisation of this agreement and develop initial plans and timescales for approval by the Sponsors.

6 Duration

6.1 This MoU takes effect from the date of signature by both Parties and will remain in effect for an initial period of 12 months unless terminated by either party, after which it may be renewed or amended by agreement of both parties.

Signatures

PHSO	NHSR
 Rebecca Hilsenrath, Chief Executive	 Helen Vernon, Chief Executive
PHSO	NHS Resolution
Date: 28/07/26	Date: 28/07/26