

APPENDIX A

DATED

MEMORANDUM OF UNDERSTANDING

between

CENTRAL BEDFORDSHIRE COUNCIL

and

MILTON KEYNES COUNCIL

AND

SOUTH EAST MIDLANDS LOCAL ENTERPRISE PARTNERSHIP

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THIS AGREEMENT is dated [DATE]

PARTIES

- (1) Central Bedfordshire Council of Priory House, Chicksands, Bedfordshire (**Party One and Lead Party**).
- (2) Milton Keynes Council of [] (**Party Two**).
- (3) South East Midlands Local Enterprise Partnership ("SEMLEP") of [] (**Party Three**)

Each the Party and together the Parties

1. BACKGROUND

- 1.1 The Parties have agreed to work together on the project detailed in Annex A (**Project**).
- 1.2 The parties wish to record the basis on which they will collaborate with each other on the Project. This Memorandum of Understanding (**MoU**) sets out:
 - (a) the key objectives of the Project;
 - (b) the principles of collaboration;
 - (c) the governance structures the parties will put in place; and
 - (d) the respective roles and responsibilities the parties will have during the Project.

2. KEY OBJECTIVES FOR THE PROJECT

- 2.1 The parties shall undertake the Project to achieve the key objectives set out in Annex A to this MoU (**Key Objectives**).
- 2.2 The parties acknowledge that the current position with regard to the Project and the contributions already made (financial and otherwise) are as detailed in the Annex A to this MoU.

3. PRINCIPLES OF COLLABORATION

The parties agree to adopt the following principles when carrying out the Project (**Principles**):

- (a) collaborate and co-operate. Establish and adhere to the governance structure set out in this MoU to ensure that activities are delivered and actions taken as required;

- (b) be accountable. Take on, manage and account to each other for performance of the respective roles and responsibilities set out in this MoU;
- (c) be open. Communicate openly about major concerns, issues or opportunities relating to the Project;
- (d) learn, develop and seek to achieve full potential. Share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
- (e) adopt a positive outlook. Behave in a positive, proactive manner;
- (f) adhere to statutory requirements and best practice. Comply with applicable laws and standards including EU procurement rules, data protection and freedom of information legislation. In particular the parties agree to comply with the requirements of the Information Sharing Protocol attached to this MoU in Annex B;
- (g) act in a timely manner. Recognise the time-critical nature of the Project and respond accordingly to requests for support;
- (h) manage stakeholders effectively;
- (i) deploy appropriate resources. Ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this MoU. In particular the parties agree to make the contributions detailed in Annex D to this MoU; and
- (j) act in good faith to support achievement of the Key Objectives and compliance with these Principles.

4. PROJECT GOVERNANCE

4.1 Overview

The governance structure defined below provides a structure for the development and delivery the Project.

4.2 Guiding principles

The following guiding principles are agreed. The Project's governance will:

- (a) provide strategic oversight and direction;
- (b) be based on clearly defined roles and responsibilities at organisation, group and, where necessary, individual level;
- (c) align decision-making authority with the criticality of the decisions required;

- (d) be aligned with Project scope and each Project stage (and may therefore require changes over time);
- (e) leverage existing organisational, group and user interfaces;
- (f) provide coherent, timely and efficient decision-making; and
- (g) correspond with the key features of the Project governance arrangements set out in this MoU.

4.3 **Project board**

- (a) The Project Board will provide strategic management at Project and work stream level. It will provide assurance to the Sponsors' Board that the Key Objectives are being met and that the Project is performing within the boundaries set by the Sponsors' Board.
- (b) The Project Board consists of representatives from each of the parties, including at least one senior representative from each of the Parties and from the scheme Project Manager. The Project Board shall have responsibility for the creation and execution of the project plan and deliverables, and therefore it can draw technical, commercial, legal and communications resources as appropriate into the Project Board. The core Project Board members are:

[NAMES OF PROJECT BOARD MEMBERS].

The Project Board shall meet [monthly].

The Project Board shall report progress to both Party One and Party Two monthly.

4.4 **Reporting**

Project reporting shall be undertaken at three levels:

- (a) **Project Board:** Minutes and actions will be recorded for each Project Board meeting. Any additional reporting requirement shall be at the discretion of the Project Board.
- (b) **Organisational:** the Project Board members shall be responsible for drafting reports into their respective sponsoring organisation as required for review by the Project Board before being issued.

5. **ROLES AND RESPONSIBILITIES**

- 5.1 The parties shall undertake the following roles and responsibilities to deliver the Project:

Activity	Party One	Party Two	Party Three
[DETAILS]	[Lead OR Assure]	[Lead OR Assure]	[Lead OR Assure]

5.2 For the purpose of the table above:

- (a) **Lead:** the party that has principal responsibility for undertaking the particular task, and that will be authorised to determine how to undertake the task. The Lead must act in compliance with the Objectives and Principles at all times, and consult with the other party in advance if they are identified as having a role to Assure the relevant activity;
- (b) **Assure:** the party that will defer to the Lead on a particular task, but will have the opportunity to review and provide input to the Lead before they take a final decision on any activity. All assurance must be provided in a timely manner. Any derogations raised must be limited to raising issues that relate to specific needs that have not been adequately addressed by the Lead and/or concerns regarding compliance with the Key Objectives and Principles.

5.3 Within 2 months of the date of this MoU the party with the lead role for any aspect of the Project shall develop a delivery plan for that part of the Project which shall identify the following:

- (a) the key milestones for the delivery the Key Objectives;
- (b) what employees (other than employees identified in this MoU) will be required to work on the project;
- (c) whether any staff will need to be seconded from one party to the other;
- (d) what staff will require access to the premises of the other party;
- (e) [INSERT OTHERS].

Each delivery plan must be approved by the Project Board prior to being implemented.

6. ESCALATION

6.1 If either party has any issues, concerns or complaints about the Project, or any matter in this MoU, that party shall notify the other party and the parties shall then seek to resolve the issue by a process of consultation. If the issue cannot be resolved within a reasonable period of time, the matter shall be escalated to the Project Board, which shall decide on the appropriate course of action to take. If the matter

cannot be resolved by the Project Board within [28] days, the matter may be escalated to the Chief Executives of the Parties for resolution.

- 6.2 If either party receives any formal inquiry, complaint, claim or threat of action from a third party (including, but not limited to, claims made by a supplier or requests for information made under the Freedom of Information Act 2000) in relation to the Project, the matter shall be promptly referred to the Project Board (or its nominated representatives). No action shall be taken in response to any such inquiry, complaint, claim or action, to the extent that such response would adversely affect the Project, without the prior approval of the Project Board (or its nominated representatives).

7. INTELLECTUAL PROPERTY

- 7.1 The parties intend that any intellectual property rights created in the course of the Project shall vest in the party whose employee created them (or in the case of any intellectual property rights created jointly by employees of both parties in the party that is lead party noted in clause 5 above for the part of the project that the intellectual property right relates to, save where it is deemed to vest in the Lead Party noted in clause (1)).
- 7.2 Where any intellectual property right vests in either party in accordance with the intention set out in clause 7.1 above, that party shall grant an irrevocable licence to the other party to use that intellectual property for the purposes of the Project.

8. TERM AND TERMINATION

- 8.1 This MoU shall commence on the date of signature by both parties, and shall expire on completion of the Project **OR** by decision of any party to withdraw from the Project
- 8.2 Either party may terminate this MoU by giving at least three months' notice in writing to the other party at any time.

9. VARIATION

This MoU, including the Annexes, may only be varied by written agreement of the Sponsor's Board.

10. CHARGES AND LIABILITIES

- 10.1 Except as otherwise provided, the parties shall each bear their own costs and expenses incurred in complying with their obligations under this MoU.

- 10.2 The parties agree to share the costs and expenses arising in respect of the Project between them in accordance with the Contributions Schedule [set out in Annex D to this MoU.
- 10.3 Both parties shall remain liable for any losses or liabilities incurred due to their own or their employee's actions and neither party intends that the other party shall be liable for any loss it suffers as a result of this MoU.

11. STATUS

- 11.1 This MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the parties from this MoU. The parties enter into the MoU intending to honour all their obligations.
- 11.2 Nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party as the agent of the other party, nor authorise either of the parties to make or enter into any commitments for or on behalf of the other party.

12. GOVERNING LAW AND JURISDICTION

This MoU shall be governed by and construed in accordance with English law and, without affecting the escalation procedure set out in clause 6, each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

Signed for and on behalf of Central
Bedfordshire Council

Signature:
Name:
Position:
Date:

Signed for and on behalf of Milton Keynes
Council

Signature:
Name:
Position:

Signed for and on behalf of [SEMLEP]

Signature:
Name:
Position:

Date:

CONTACT POINTS

Central Bedfordshire Council

Name:

Office address:

.....

Tel No:

E-mail Address:

Milton Keynes Council

Name:

Office Address:

.....

Tel No:

E-mail Address:

SEMLEP

Name:

Office Address:

Tel No:

E-mail Address

Annex A. The Project

Project overview

The Parties have resolved to work together to deliver the improvement works to the A421 between J13 M1 and Eagle Farm Roundabout (“the improvement Scheme”). Each party recognises that the Improvement Scheme will improve strategic linkages between Central Bedfordshire and Milton Keynes.

Annex B. Information Sharing Protocol

[INSERT]

Annex C. NOT USED

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Annex D. Contributions

[INSERT DETAILS OF CONTRIBUTIONS (INCLUDING FINANCIAL, STAFFING, PREMISES, USE OF IT ETC) THAT THE PARTIES ARE WILLING TO COMMIT. THIS SHOULD ALSO INCLUDE ANY ARRANGEMENTS FOR CROSS-CHARGING AND OTHER PROJECT COSTS (FOR EXAMPLE ANY CONSULTANT'S COSTS THAT MAY NEED TO BE PAID)]

In furtherance of this Project the Parties are making applications to the Local Transport Body for £1,000,000 for design and feasibility and Department for Transport through the local Growth Fund to assist the Parties in delivering the Improvement Scheme in the total sum of £22,500,000.

In addition to the above central government funding both MKC and CBC shall each severally provided funding of *up to* £3,000,000 from their own resources.