

DATED

DRAFT

MEMORANDUM OF UNDERSTANDING

between

REIGATE & BANSTEAD BOROUGH COUNCIL

and

SURREY COUNTY COUNCIL

and

RAVEN HOUSING TRUST LIMITED

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ANNEX

ANNEX A. THE PROJECT - TO BE PROVIDED

ANNEX B. SPONSORS' BOARD TERMS OF REFERENCE - TO BE PROVIDED

ANNEX C. INDICATIVE CONTRIBUTIONS - TO BE PROVIDED

The above annexes will be provided subject to the approval of a full business case.

PARTIES

The parties to this memorandum of understanding (**MoU**) are:

- (1) REIGATE & BANSTEAD BOROUGH COUNCIL of Town Hall Castlefield Road Reigate RH2 0SH (**RBBC**).
- (2) SURREY COUNTY COUNCIL of County Hall Penrhyn Road Kingston Upon Thames KT1 2DN (**SCC**).
- (3) RAVEN HOUSING TRUST LIMITED an Industrial/ Provident company Reg. No. IP30070R whose registered office is at Raven House 29 Linkfield Lane Redhill RH1 1SS (**Raven**).

1. BACKGROUND

- 1.1 The Merstham Estate has been identified by the Surrey Strategic Partnership as one of four Priority Places in Surrey. The Merstham Estate Regeneration Plan sets out a detailed vision and objectives for the future of Merstham. These achievements rely heavily on effective collaborative working between the relevant authorities. The vision is to secure for the residents of the Merstham Estate the provision of appropriate and effective services and facilities and a cleaner and safer community. Vulnerable people will be helped to lead positive lifestyles, and families will be supported to break the cycle of deprivation. Local people will be empowered to develop their skills, confidence and self-esteem. Joint working aims to reduce health inequalities, improve the educational attainment and skills base amongst local residents, reduce anti-social behaviour and improve feelings of community safety. In addition, public and voluntary service providers will pursue opportunities to deliver shared services to maximise local benefits.
- 1.2 The regeneration of the Merstham Estate is a corporate priority for each of the parties and regarded as the basis for any positive outcomes. It could only be achieved by working in collaboration to achieve the wider aims and objectives as set out in this MoU.
- 1.3 The parties have agreed to work together on regeneration of the Merstham Estate as detailed in Annex A to this MoU (**Project**).
- 1.4 The parties wish to record the basis on which they will collaborate with each other on the Project. This 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 is as detailed in 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;
- (g) act in a timely manner. Recognise the time-critical nature of the Project and respond accordingly to requests for support;
- (h) manage stakeholders and residents 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 indicative contributions detailed in Annex C which is still subject to full business case.
- (j) act in good faith to support achievement of the Key Objectives and compliance with these Principles.
- (k) Support each other's planning applications and planning objectives in any formal, or informal planning approval procedure held by the local planning authority in respect of each planning application; it being recognised that in the event that the conditions applied to any residential development planning consent render it financially unviable or unattractive to market as a

residential development site the affected party may need to withdraw financial and land resources from the Project.

4. KEY AGREEMENTS

- 4.1 The parties will negotiate in good faith and agree terms and conditions for the various legal Agreements and deeds required to be entered into to affect the Project and detailed at Annex A as per each Site.
- 4.2 RBBC and Raven hereby agree that the Development Clawback Agreement dated 25 March 2002 and made between (1) RBBC and (2) Reigate & Banstead Housing Trust Limited shall not apply to the transactions to be undertaken under the Project.

5. PROJECT GOVERNANCE

5.1 Overview

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

5.2 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.

5.3 Sponsors' Board

- (a) The **Sponsors' Board** provides overall strategic oversight and direction to the Project. This group will consist of:

RBBC: Graham Cook.

SCC: John Stebbings.

Raven: J Higgs.

- (b) The Sponsors' Board shall be managed in accordance with the terms of reference set out in Annex B to this MoU.

5.4 Project Team

- (a) The Project Team will provide strategic management at Project and workstream 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 Team consists of representatives from each of the parties. The Project Team 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 Team. The core Project Team members are:
- [J Reed; N Porter; S Evans; P Trowbridge].

The Project Team shall meet monthly or more if necessary to deliver the project.

5.5 Reporting

Project reporting shall be undertaken at three levels:

- (a) **Project Team:** Minutes and actions will be recorded for each Project Team meeting and circulated to members of the Sponsors' Board and Project Team. Any additional reporting requirement shall be at the discretion of the Project Team.
- (b) **Sponsors' Board:** Reporting shall be monthly, based on the minutes from the Project Team highlighting: Progress this period; issues being managed; issues requiring help (that is, escalations to the Sponsors' Board) and progress planned next period and/or aligned with the frequency of the Sponsors' Board meetings.
- (c) **Organisational:** the Project Team members shall be responsible for drafting reports into their respective sponsoring organisation as required and shall notify the other members of the Project Team that they are being issued.

6. ROLES AND RESPONSIBILITIES

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

Activity	RBBC	SCC	Raven
Triangle Site	Lead	Assure	/

Iron Horse Site	Lead	/	Assure
Purbeck Close Site	Assure	/	Lead
Portland Drive Site	Assure	/	Lead
CPO (Portland D)	Lead	/	Assure
Ext. Library Site	Assure	Lead	/
Oakley	Assure	Lead	/

6.2 For the purpose of the table above:

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;

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 or the need to meet statutory or other Government requirements.

6.3 Within 3 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 they are a Lead for which shall identify the following:

- (a) the key milestones for the delivery of the Key Objectives;

Each delivery plan must be approved by the Project Team prior to being implemented. For the avoidance of doubts this shall not include actions taken by the parties prior to entering into this MoU.

7. ESCALATION

7.1 If any party has any issues, concerns or complaints about the Project, or any matter in this MoU, that party shall notify the other parties 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 Team, which shall decide on the appropriate course of action to take. If the matter cannot be resolved by the Project Team within 20 days, the matter may be escalated to the Sponsors' Board for resolution.

- 7.2 If any 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, and which directly impacts the Project, the matter shall be promptly referred to the Project Team (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 Team (or its nominated representatives).

8. INTELLECTUAL PROPERTY

- 8.1 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 6 above for the part of the project that the intellectual property right relates to).
- 8.2 Where any intellectual property right vests in either party in accordance with the intention set out in clause 8.1 above, that party shall grant an irrevocable licence to the other party to use that intellectual property for the purposes of the Project
- 8.3 Subject to the above in this clause, the parties shall endeavour to develop a common 'strapline' and/or logo to be used on hoardings and all other project advertising and publications to ensure that the integrity of the Project is maintained over the schemes within the Project.

9. COMMUNICATION

- 9.1 The parties intend to ensure residents, Councillors, internal stakeholders and other interested parties are properly and regularly informed about the Project and its progress.
- 9.2 The parties will coordinate consultations (where appropriate) and the dissemination of information through the Project Team and their respective press offices or communication teams.

10. TRAINING

- 10.1 The parties shall endeavour where commercially viable to create opportunities for local construction training within the Project including apprenticeships, work experience and the use of local labour.

11. TERM AND TERMINATION

- 11.1 This MoU shall commence on the date of signature by all parties, and shall expire on completion of the Project.

12. VARIATION

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

13. CHARGES AND LIABILITIES

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

13.2 The parties agree to share the costs and expenses arising in respect of the Project between them in accordance with the Indicative Contributions Schedule set out in Annex C which is still subject to full business case.

13.3 All parties shall remain liable for any losses or liabilities incurred due to their own or their employee's actions and no party intends that any other party shall be liable for any loss it suffers as a result of this MoU.

14. STATUS

14.1 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.

14.2 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.

15. 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 clause7, each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

SEE END FOR ADDITIONAL CLAUSES

Signed for and on behalf of RBBC

Signature:
Name:
Position:
Date:

Signed for and on behalf of SCC

Signature:
Name:
Position:

Date:

Signed for and on behalf of RAVEN

Signature:

Name:

Position:

Date:

CONTACT POINTS

RBBC

Name:

Office address:

Tel No:

E-mail Address:

SCC

Name:

Office Address:

Tel No:

E-mail Address:

Raven

Name:

Office Address:

Tel No:

E-mail Address:

