

MEMORANDUM OF UNDERSTANDING

BETWEEN

EAST CAMBRIDGESHIRE DISTRICT COUNCIL

AND

**GREATER CAMBRIDGE GREATER PETERBOROUGH
ENTERPRISE PARTNERSHIP**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as 'MOU') is made on the 4th day of April 2016.

BETWEEN

East Cambridgeshire District Council of The Grange, Nutholt Lane, Ely, CB7 4EE (hereinafter referred to as "ECDC")

AND

Greater Cambridge Greater Peterborough Enterprise Partnership of The Incubator, Alconbury Weald Enterprise Campus, Alconbury Airfield, Huntingdon, Cambridgeshire PE28 4WX (hereinafter referred to as "[GCGPEP]")

WHEREAS

- A. ECDC and GCGPEP wish to cooperate to facilitate economic and housing growth within the district of East Cambridgeshire in accordance with the District Council's Local Plan and Jobs Growth Strategy and the GCGPEP's sub-regional economic strategy.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1.0 AREAS OF COOPERATION & AGREEMENT

1.1 ECDC/GCGPEP agree to:

- a) Finalise the business case for and the successful delivery of the Ely Southern Bypass.
- b) Deliver the new Cambridge Compass Enterprise Zone on Lancaster Way Business Park, Ely in accordance with the implementation plan and MOU for this project.
- c) Develop the agri-tech research centre in Hasse Fen Soham, and work with NIAB and other national and European partners to strengthen the research base at the centre for the benefit of the wider agricultural community across the East of England.
- d) Facilitate development of the Ely Octagon Business Park and work with the developer Mantle Estates to submit a growing places fund application to support key infrastructure on the site.
- e) Provide representation onto the recently established Soham Station Project Board to progress a GRIP 3 study and associated business case for the project and to identify future sources of funding.
- f) Propose and agree a task force to consider the current status of the Ely Station Gateway and potential regeneration/ development opportunities.
- g) Jointly promote and market the GCGPEP's Signpost to Grow / Signpost to Skill's Programmes.
- h) Engage with Endurance Estates and the Church Commissioners to identify funding sources to accelerate housing and infrastructure development for the North Ely urban extension and to deliver a new work-hub as part of the adopted masterplan.
- i) Work collaboratively on individual business expansion projects within the district and identify external funding sources to assist delivery. Projects identified include; Sake Brewery

Fordham, Insect Breeding Farm, Mepal, Elean Data Centre Campus, Sutton, Barcham Trees, Ely, FP McCann, Littleport)

- j) Engage with the County Council and other landowners to facilitate development of the Northern Gateway in Soham.
- k) Share intelligence on inward investment enquiries and company visits across the district.

2.0 FUNDING

- 2.1 ECDC agrees to continue to subscribe to the GCGPEP for the amount specified in its annual contribution statement.
- 2.2 GCGPEP is not providing a grant or financial assistance to ECDC for delivery.

3.0 TERMS OF MOU

- 3.1 The terms of this MOU commence on the **1st April 2016** and will end on the **31st March 2019** and will be subject to annual review.
- 3.2 The parties shall each use reasonable endeavours to resolve any Dispute by means of prompt, bona fide discussion at a managerial level appropriate to the dispute in question. If agreement cannot be reached clause 3.4 can be applied.
- 3.3 This MOU may only be amended by mutual agreement evidenced in writing by a duly authorised representative from each of ECDC and GCGPEP.
- 3.4 Either ECDC or GCGPEP may cancel the MOU by giving three months notice in writing to the other.
- 3.5 This MOU shall be governed by the laws of England and the exclusive jurisdiction of the English courts

4.0 MANAGEMENT LIAISON

- 4.1 ECDC and GCGPEP will appoint representatives to manage and oversee this MOU.
- 4.2 Quarterly meetings from the start of the MOU will take place to review progress and performance as well as consider new areas for agreement and programmes of cooperation.

5.0 INTELLECTUAL PROPERTY, CONFIDENTIALITY & INTERESTS

- 5.1 Except where otherwise agreed ECDC shall be the sole owner of any and all rights, title and interest in all Intellectual Property which result directly or indirectly from this MOU.
- 5.2 All information supplied by ECDC & GCGPEP to each other in connection with this MOU is to be kept confidential, and its use must be strictly confined to the requirements of this MOU. All such information and all copies thereof must be returned to the appropriate party on completion of the MOU.
- 5.3 ECDC & GCGPEP shall comply with the legislative obligations under the Data Protection Act 1998, the Computer Misuse Act 1990, and the Freedom of Information Act 2003.

5.4 If either party becomes aware of any possible conflict of interest which may arise between the interests of ECDC & GCGPEP, the party becoming aware of such information shall as soon as reasonably possible notify the other party. The parties shall discuss the potential conflict and take appropriate steps to remove or avoid the cause of such conflict of interest.

6.0 LEGAL STATUS

6.1 Nothing in this MOU shall be construed as creating any legal relationship between the parties. This MOU is a statement of intent to foster genuine and mutually beneficial co-operation.

EAST CAMBRIDGESHIRE DISTRICT COUNCIL (sign here) **GREATER CAMBRIDGE
GREATER PETERBOROUGH
ENTERPRISE PARTNERSHIP** (sign here)

Name and role of authorised signatory:

Name and role of authorised signatory:

Neil Darwin, Chief Executive

Date:

Date: