

APPENDIX 1

DATED

MEMORANDUM OF UNDERSTANDING

FOR THE

CAMBRIDGESHIRE ENERGY PARTNERSHIP

between

CAMBRIDGE CITY COUNCIL

CAMBRIDGESHIRE COUNTY COUNCIL

EAST CAMBRIDGESHIRE DISTRICT COUNCIL

FENLAND DISTRICT COUNCIL

HUNTINGDONSHIRE DISTRICT COUNCIL

SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL

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THIS AGREEMENT is dated [DATE]

THE “PARTIES”

- (1) The parties to this memorandum of understanding **MoU** are:
- (2) **Cambridge City Council** – The Guildhall, Market Square, CAMBRIDGE, CB2 3QJ, United Kingdom (**Cambridge CC**)
- (3) **Cambridgeshire County Council** – Shire Hall, CAMBRIDGE, CB3 0AP, United Kingdom (**Cambridgeshire CC**)
- (4) **East Cambridgeshire District Council** – The Grange, Nutholt Lane, ELY, CB7 4EE, United Kingdom (**ECDC**)
- (5) **Fenland District Council** – Fenland Hall, County Road, MARCH, PE15 8NQ, United Kingdom (**FDC**)
- (6) **Huntingdonshire District Council** – Pathfinder House, St Mary's Street, HUNTINGDON, PE29 3TN, United Kingdom (**HDC**)
- (7) **South Cambridgeshire District Council** – South Cambridgeshire Hall, Cambourne, CAMBRIDGE, CB23 6EA, United Kingdom (**SCDC**)

1. BACKGROUND

- 1.1 The Home Energy Conservation Act (HECA) 1995 places a requirement on Local Authorities (LA's) to issue reports to national government on the status of their plans to implement energy efficiency measures in the residential housing sector. The request is made in the context of the roll-out of national efficiency measures, such as the Energy Company Obligation (ECO), where local authorities are encouraged to take a formative role to deliver local investment and jobs, lower fuel bills and reduce emissions.
- 1.2 The Cambridgeshire Green Deal Partnership is a collective of Cambridgeshire LA's that work together for mutual benefit in delivering energy efficiency projects that address issues such as fuel poverty and climate change.
- 1.3 The Cambridgeshire Green Deal Partnership was created in March 2013 as a response to the introduction of the Green Deal. A Memorandum of Understanding (MoU) was agreed by all parties to formalise the partnership going forward. In light of changes to national policy, and specifically the withdrawal of Green Deal, there is a requirement to update the MoU to ensure it reflects current and future energy activity carried out by the partnership.

- 1.4 This MoU seeks to renew the Cambridgeshire Green Deal Partnership into a “Project” named the Cambridgeshire Energy Partnership. This Project will provide the partners with a base in which to work in partnership to deliver multiple energy efficiency projects that are agreed by the Parties.
- 1.5 Working in partnership provides greater opportunities for the LA’s in Cambridgeshire in terms of attracting funding, partnership opportunities and developing projects, while also allowing LA’s to tailor projects to meet the specific demands and priorities of their area.
- 1.6 In March 2014 the Cambridgeshire Green Deal Partnership, working under the Action on Energy Cambridgeshire scheme, were able to secure Green Deal Communities funding and in turn demonstrate what can be achieved through effective partnership work across different sectors, and the key role local authorities can play in increasing uptake of home energy measures.
- 1.7 Key outcomes from the 2014-17 Green Deal Communities fund of £7,857,400 include supporting 1200 households with 1093 solid walled installations and 1292 energy efficiency measures overall. This demonstrates the success of partnership approach for Cambridgeshire residents and the value of a renewed Memorandum of Understanding (MoU).
- 1.8 The Parties wish to record the basis on which they intend to 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 Structure**” 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 below:
- (a) Develop energy efficiency projects to improve the building stock of all Cambridgeshire with the aim of reducing fuel poverty and carbon emissions;
 - (b) Ensuring good value, high quality energy efficiency installations with outstanding quality of work and customer care;
 - (c) Boosting the local economy (employment, skills and learning, expansion and development of the energy efficiency and renewable sector);

- (d) Supporting local community groups and voluntary sector organisations working on sustainable energy-related issues;
- (e) Establishing an energy efficiency programme which can provide a revenue stream the LA's can use to re-invest into the project or to cover the cost of officer time.

2.2 It is recognised that the parties each have different levels of resource to allocate at any particular time but this in no way undermines or detracts from the collaborative work covered by this MoU.

3. PRINCIPLES OF COLLABORATION

The parties agree to adopt each of the following Principles when carrying out the Project:

- (a) To collaborate and co-operate. To establish and adhere to the Governance Structure set out in this MoU to ensure that activities are delivered and actions taken as required;
- (b) To be accountable. To take on, manage and account to each other for performance of the respective roles and responsibilities set out in this MoU;
- (c) To be open. To communicate openly about major concerns, issues or opportunities relating to the Project;
- (d) To learn, develop and seek to achieve full potential. To share information, experience, materials and skills and to learn from each other and develop effective working practices, to work collaboratively to identify solutions, to eliminate duplication of effort, to mitigate risk and reduce cost;
- (e) To adopt a positive outlook. To behave in a positive, proactive manner;
- (f) To adhere to statutory requirements and best practice. Comply with applicable laws and standards including procurement rules, data protection and freedom of information legislation. In particular the parties agree to comply with the requirements of the “**Data Sharing Agreement**” in section 12;
- (g) To act in a timely manner. To recognise and respond accordingly to requests for support;
- (h) To manage stakeholders effectively. To provide feedback where necessary and recognise the value of a positive working relationship;
- (i) To deploy appropriate resources acknowledging that resource levels of the parties will be different. To ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this MoU; and

- (j) To 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 of the Project. 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 where applicable (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.

4.2

Lead Sponsor

Commented [SB1]: To be decided by group if necessary

- (a) The “**Lead Sponsor**” will provide a project champion who will act as a named contact to the Public Service Board and who will circulate progress reports submitted by the “**Project Board**”.
- (b) The Lead Sponsor is Name, Title, LA.

4.3

Sponsors' board

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

Cambridge CC: Name, Job Title

Cambridgeshire CC: Name, Job Title

ECDC: Name, Job Title

FDC: Name, Job Title

HDC: Name, Job Title

SCDC: Name, Job Title

The Sponsors' Board shall:

- (i) Review the progress and work of the Project Board
- (ii) Approve progress reports prepared by the Project Board
- (iii) Approve any significant changes to the content of the Project

4.4

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. The Project Board will manage the Project planning and draw in technical, commercial, legal and communications resources as appropriate. The core Project Board members are:

Cambridge CC: Name, Job Title

Cambridgeshire CC: Name, Job Title

ECDC: Name, Job Title

FDC: Name, Job Title

HDC: Name, Job Title

SCDC: Name, Job Title

The Project Board shall meet quarterly, or more frequently based on project demands.

- (c) Each Party shall name an alternative member who can attend Project Board meetings in the absence of their core member.
- (d) In order to avoid indecision the Project Board will operate under a qualified majority voting system, where each core Party member has an equal vote with four votes required to pass a proposal.
- (e) A minimum of five separate core Party members in attendance is required to hold a Project Board meeting.
- (f) Commercial partners, while able to attend in an advisory capacity, are forbidden from making Project Board decisions.
- (g) The Project Board shall be accountable to the Sponsors Board and then to the relevant committees/portfolio holders/executive Councillors.

4.5 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) **Sponsors' Board:** Reporting shall be quarterly following Project Board meetings. Reports shall be based on the minutes from the Project Board highlighting:
 - (i) Progress during the previous monthly or quarterly period (as appropriate);
 - (ii) issues being managed;
 - (iii) issues requiring escalation to the Sponsors' Board;
 - (iv) progress planned for the next monthly or quarterly period (as appropriate) and/or aligned with the frequency of the Sponsors' Board meetings.;
 - (v) Reports will be required at specific milestones as requested by the Sponsors Board.
- (c) **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:

- (a) Provide sufficient commitment and resource to deliver the objectives of the project.
- (b) Ensure The Project outcomes align with the strategic fit of their respective LA, and that the key priorities of their LA are identified accounted for.
- (c) Provide project management and oversight to The Project to ensure the project meets agreed objectives and is delivered to agreed cost, time and quality.
- (d) To have equal ownership in The Project, and to be responsible for managing and mitigating any project risks or issues that may arise.
- (e) Any issues or concerns that could be a risk to delivery of The Project are raised with the Project Board in a timely manner.
- (f) To maintain project records as required and provide all such records in an agreed timescale.
- (g) A Project Lead is to be established with the agreement of the Project Board, where appropriate, to effectively manage the delivery of specific projects or work streams.
- (h) Where a Project Lead is established they will maintain regular communication with all project partners and undertake further required management responsibilities, including any reasonable Project management decisions in its discretion. This will be subject to reasonable consultation with the Project Board.
- (i) The Parties shall at all times act in good faith in all their dealings with the other Parties and all non-parties and promote the common interests of the Parties in pursuit of the Project. It is recognised by the Parties that the achievement of the Project's objectives and fulfilment of a Party's obligations will often depend on the other Parties performing their obligations and supporting and co-operating with each other as envisaged by this Agreement.

5.2 The Lead Authority for any aspect of the Project shall develop a “**Delivery Plan**” which shall identify the following:

- (a) the key milestones for the delivery the Key Objectives;
- (b) which 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 another;
- (d) which staff will require access to the premises of another party;

Each Delivery Plan must be approved by the Project Board prior to being implemented.

6. ESCALATION

- 6.1 If any party has any issues, concerns or complaints about the Project, or any matter in this MoU, that party shall notify the 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 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 Sponsors' Board for resolution.
- 6.2 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 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 notwithstanding any secondment 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 all/any parties in the party that is Lead Authority noted in clause 5 above for the part of the Project that the intellectual property right relates to).
- 7.2 Where any intellectual property right vests in any party in accordance with the intention set out in clause 7.1 above, that party shall grant an irrevocable licence to the other parties 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 all parties, and subject to clause 8.2, shall expire on completion of the Project.
- 8.2 Any party may terminate this MoU by giving at least three months' notice in writing to the other parties at any time.

9. VARIATION

This MoU, including any 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 All parties shall remain liable for any losses or liabilities incurred due to their own or their employee's actions. All parties intend that the other parties shall be liable for any loss they suffer 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 any party as the agent of another party, nor authorise any of the Parties to make or enter into any commitments for or on behalf of the Parties.

12. DATA PROTECTION

- 12.1 The Parties confirm that they understand their respective obligations under Data Protection Law as data controllers and agree to only process personal data relating to The Project:

(a) fairly and lawfully and in accordance with the data protection principles set out in Data Protection Law;

(b) where there are lawful grounds for doing so; and

(c) in accordance with Data Protection Law and best practice guidance (including the Data Sharing Code issued by the Information Commissioner's Office and updated from time to time).

- 12.2 Data Sharing agreements and Privacy notices will be developed to suit the requirements of the projects and work streams being delivered and must comply with the latest data protection regulations.

13. GOVERNING LAW AND JURISDICTION

This MoU shall be governed by and construed in accordance with English law.

Signed for and on behalf of
Cambridge City Council

Signature:
Name:
Position:
Date:

Signed for and on behalf of
Cambridgeshire County Council

Signature:
Name:
Position:
Date:

Signed for and on behalf of
East Cambridgeshire District Council

Signature:
Name:
Position:
Date:

Signed for and on behalf of
Fenland District Council

Signature:
Name:
Position:
Date:

Signed for and on behalf of
Huntingdonshire District Council

Signature:
Name:
Position:
Date:

Signed for and on behalf of
South Cambridgeshire District Council

Signature:
Name:
Position:
Date:

CONTACT POINTS

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